

Lifetime Transferable Warranty

North-Air Window and Door Ltd. herein referred to as "North-Air" the manufacturer of all vinyl windows, which are subject matter hereof, warrants to:

(NAME OF PURCHASER/PROPERTY OWNER

(herein referred to as the "Owner" From:

_____ installed at

(DATE OF INSTALLATION)

STREET ADDRESS, CITY, PROVINCE, POSTAL

Against faulty workmanship or defective material, as specified under this Warranty, proven to have occurred as a direct result of the manufacturing process, for the following window parts and components during the stated time period, under normal and reasonable use and service subject to the terms and conditions contained in this Warranty.

LIFETIME WARRANTY ON WINDOW FRAME AND SASH MEMBERS

North-Air windows are manufactured from the highest quality PVC rigid vinyl and North-Air warrants that the vinyl frame and sash members will not fade, discolor, blister, peel, flake, corrode, contract or distort beyond generally accepted industry standards for as long as you own your home. This warranty applies to products manufactured within size limitations specified by North-Air Manufacturing.

LIFETIME LIMITED WARRANTY ON HARDWARE COMPONENTS AND COLORED WINDOWS

All hardware, components, and colored windows are warranted for as long as you own your home as set out in the following pro-rated schedule:

Item	Warranty
Vinyl	Lifetime – Transferable
Hardware	20 Years (Labour cost after 10 Years)
Insulated Glass*	20 Years (Labour cost after 10 Years)
Factory Applied Finish (Color)	20 Years

*LIFETIME LIMITED WARRANTY ON SUPER SPACER INSULATED GLASS UNITS

North-Air insulated glass window are covered by a Lifetime Warranty against sealed unit failure as set out in the following pro-rated schedule:

Up to 20 years	North-Air 100%	Owner 0% (*Labour Cost after 10 Years)
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ONLY WARRANTY

THE WARRANTY STIPULATED IN THIS DOCUMENT IS THE ONLY WARRANTY APPLICABLE TO THE WINDOWS OF NORTH-AIR AND IS IN SUBSTITUTION FOR AND EXCLUDES ALL OTHER LIABILITIES OF ANY KIND, WHETHER ARISING UNDER STATUTE, IN TORT, BY IMPLICATION OF LAW OR OTHERWISE, INCLUDING TO THE FULL EXTENT AS MAY BE ALLOWED BY LAW, LIABILITY FOR ANY OTHER REPRESENTATIONS RESPECTING THE WINDOWS, STATUTORY WARRANTIES, OR IMPLIED WARRANTIES OR CONDITIONS AS TO ITS MERCHANTABILITY OR FITNESS.

The provisions of this warranty do not preclude the operation of any applicable Provincial Statute, which in certain circumstances may not allow some of the limitations and exclusions in this warranty.

PRODUCT USE

This warranty applies only in respect of products used strictly for the normal and reasonable purpose of which they are intended.

The above-mentioned Warranty on the vinyl window frame and sash members shall remain in effect only if normal cleaning practices are followed.

This warranty shall be null and void if harmful solvents are used to clean the vinyl frame and/or sash members, or if the frame and/or sash are painted or coated in any way.

IN NO EVENT SHALL NORTH-AIR WINDOW AND DOOR LTD. OR THE SELLING DEALER BE LIABLE FOR THE LOSS OR DAMAGE TO THE WINDOW PRODUCTS OR ITS PARTS, LOSS OF THE WINDOW, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS OR SPECIAL CONSEQUENTIAL OR OTHER DAMAGES, OR ANY OTHER CLAIMS RELATING TO OR ARISING FROM ANY DEFECT IN FACTORY MATERIALS OR WORKMANSHIP WHENEVER FOUND EXCEPT AS PROVIDED HEREIN.

REPAIRING OR REPLACING

North-Air's obligation under this Warranty is limited to repairing or, at its option, replacing any window or any part of the window that is returned, and that in North-Air's judgment is defective, PROVIDED that the Owner gives North-Air immediate written notice of any such defect or defects. North-Air shall be allowed a reasonable time after receipt of such notice to remedy the defect, if any, and the Owner agrees to render reasonable and friendly assistance. North-Air reserves the right to discontinue or change any windows as currently manufactured by it. If North-Air determines to make a replacement under the terms of the Warranty and an exact replacement part is not available, North-Air reserves the right to substitute a part or parts of equal quality at its sole option and discretion.

Labor costs of any kind, for any reason, including removal, replacement and/or reinstallation of any product which may require service. This Warranty covers only those manufacturing and material defects as specified herein and does not include defects or damages attributable to installation, normal weathering or defects caused by accidents, fire, flood, or other Acts of God, vandalism, not or civil disorder, misuse, abuse or harmful fumes, vapors or chemical pollutants in the atmosphere, mildew, building settlement or structural failure of walls or foundations, or is subjected to stresses resulting from localized heat which causes excessive temperature differentials over the glass surface or edges, or any other causes or occurrences beyond North-Air Window and Door's control. Condensation on windows, which may occur as the natural result of humidity within the house or building, and interior/exterior temperature differential, does not indicate a defect in the window and is not included in this warranty. This warranty is valid only if genuine North-Air Window and Door Ltd. windows are used, but shall be void if window accessory products not manufactured by North-Air are installed, which cause defects to occur in the window. Limited opening devices are not included in this warranty.

EXCLUSION OF ALL ORAL AND OTHER EXPRESS WARRANTIES

It is agreed that there are no understanding, agreements or representations, express or implied, not specified herein respecting this Warranty and terms mentioned, and this document contains the entire Agreement between the parties regarding this Warranty, and is binding upon both parties. No affirmation of fact or promise made to the Owner which relates to the windows sold hereunder, nor any description of the windows sold hereunder, or the exhibition of any sample or model shall be regarded as part of the basis of the bargain and shall not create and express warranty that the whole of the windows sold hereunder shall conform to the sample or model.

BAY AND BOW WINDOWS

- Proper installation and insulation are especially important for bay and bow windows since they project beyond the exterior wall. All bay and bow windows, which extend past the exterior wall more than ten (10) inches, must be supported by either a knee brace or with a North-Air hanger support system fastened into the roof joists.
- If bay and bow windows require protection from outdoor elements in the form of a roof or enclosure with the existing overhang to prevent damage to the headboard. All wood products (including head, seat, jamb extensions and side jambs) are not warranted.

EFFECTIVE DATE OF WARRANTY

The Warranty will take effect from the date of certification. This warranty is valid to the original purchaser/property and is transferable to the second owner only. In order to validate warranty for a second owner the "Certificate of Transfer" must be completed and mailed to North-Air Window and Door Ltd. along with \$100.00 administration fee.

PROCEDURE AND OBLIGATION SHOULD OWNER WISH TO CLAIM A REMEDY UNDER THIS LIMITED WARRANTY

Should the owner wish, upon discovering a defect to claim under North-Air's obligation under this Warranty, the Owner must notify the Dealer/Distributor in writing within thirty (30) days after the defect has first appeared. In the notification, the Owner must include the following:

- Name and Address of the Owner
- Date of Installation
- Brief description of the defect for which Warranty is requested.

Upon receipt of this information, the Dealer/Distributor will notify the Owner of his share of pro-rated costs (where such is applicable).

No repair or replacement parts will be provided until North-Air's Dealer/Distributor has received the owner's payment for his share of the pro-rated costs.

The Dealer/Distributor will provide repair or replacement parts to the Owner upon receipt of the Owner's payment under the appropriate pro-rated schedule.

GLASS:

Please note: Like precious diamonds, it is rare to find a manufactured glass window that is "Perfect". (i.e. totally without flaw). Small imperfections in the glass such as minute bubbles, crystals, or scratches are normal and inherent to any manufactured glass product. These minor defects/imperfections are not the fault of the dealer or the Manufacturer of the windows, and therefore, are not warranted. These imperfections will not affect the overall beauty or performance of your windows. Please refer to CAN/CGSB 12.3-M91 standard for glazing quality glass.