

### General:

This document sets out the various warranties which Polar Windows™ Canada Ltd. (also “Polar Windows Canada,” “Polar Windows” or “Polar”) gives to the Original Consumers of products manufactured by Polar Windows Canada. An “Original Consumer” is an individual (rather than a corporation or other entity) who is:

- i. The original purchaser of the product, who is also the owner of the building in which the product is installed when the product is purchased, or
- ii. The owner of the building in which the product is installed and who the original purchaser designates as the building owner at the time of purchase.

“Normal Weathering” is defined as exposure to ultraviolet (sun) light, and extremes of temperature and atmosphere that will cause surfaces to fade, discolour, darken, chalk, or acquire a surface accumulation of dirt or stains.

Lifetime: For the length of time the Original Purchaser owns the building in which the product was installed.

Transferable: For a period of 10 years after change from original ownership. Supply Only warranties are subject to additional service & installation inspections.

Applicable service charges will apply to all warranty claims after one (1) year.

### **ALL WARRANTIES ARE SUBJECT TO THE CONDITIONS, EXCLUSIONS, DISCLAIMERS AND LIMITATIONS THAT ARE SET OUT IN THIS DOCUMENT.**

Warranty Details:

#### **1. POLAR WINDOWS™:**

##### **a) Power Frames™**

Power Frames™, with hardware security channels, are warranted to be free from defects in material and workmanship only for as long as the Original (ii) Consumer owns the home in which the product is installed, and for an additional period of (i) ten (10) years from the date of transfer to the immediate subsequent owner of the home; or until that subsequent owner transfers ownership of the home; whatever is earlier. “Defects in material and workmanship” are defined

to be chipping, peeling, blistering, cracking, fading and warping only.

##### **b) Power Glass™**

Power Glass™ Units are warranted for as long as the Original Consumer owns the home in which the product is installed, and for an additional period of (i) ten (10) years from the date of transfer to the immediate subsequent owner of the home or until that subsequent owner transfers ownership of the home, whichever is earlier, against defects resulting in material obstruction of dust or moisture formation of the internal glass surface caused by failure of the seal only.

##### **c) Hardware**

All window hardware is warranted for as long as the Original Consumer owns the home in which the product is installed, and for an additional period of (i) ten (10) years from the date of transfer to the immediate subsequent owner of the home or until that subsequent owner transfers ownership of the home, whichever is earlier, against defects in materials and workmanship.

##### **d) Santoprene™ Weatherstrip**

The Santoprene™ Weatherstrip is warranted for as long as the Original Consumer owns the home in which the product is installed, and for an additional period of (i) ten (10) years from the date of transfer to the immediate subsequent owner of the home or until that subsequent owner transfers ownership of the home, whichever is earlier, against defects in materials and workmanship.

##### **e) Power Frames™ (Painted)**

Power Frames™ (Painted) with hardware security channels are warranted to be free from defects, in material and workmanship only, for a period of ten (10) years from the date of purchase. This warranty applies to the paint finish only.

##### **f) Fibreglass Screen**

The fibreglass screening is warranted for ten (10) years against rot or stains under normal residential use and service only.

## 2. POLAR DOORS:

### a) Fibreglass Door Slab

Fibreglass door slabs are warranted to the Original Consumer only, against defects resulting from warpage or error in workmanship only, for as long as the Original Consumer owns the home in which the product is installed. Within that time period, Polar Windows will, in its sole discretion, replace or repair (at Polar's option) the defective product (or the part that is defective) at no charge. Polar Windows Canada's sole responsibility will be to supply the replacement for the defective product; Polar will not be responsible for installation or refinishing work associated with the replacement of products deemed defective. It shall be the purchaser's responsibility to complete the replacement of the items deemed defective unless the consumer chooses to use Polar's services, for which there will be an applicable charge. Door warpage is considered a defect only when the deflection exceeds 5/16th of an inch or 8mm, providing the door is manufactured with standard lock and hinge preparation. The Warranty does not cover routine and seasonal adjustments of strikers or door sweeps caused by seasonal foundation shifting.

### b) Door Frame

All door frames are warranted for as long as the Original Consumer owns the home in which the product is installed.

### c) Power Glass™

All Power Glass™ units are warranted for as long as the Original Consumer owns the home in which the product is installed; all other sealed units are warranted for ten (10) years.

### d) Hardware

All door hardware is warranted for as long as the Original Consumer owns the home in which the product is installed.

### e) Paint/Stain Finish

Painted or stain finished door systems are warranted to be free from defects, in material and workmanship only, for a period of ten (10) years from the date of purchase.

### f) Fibreglass Screen

The fibreglass screen is warranted for ten (10) years against rot or stains under normal residential use and service only.

### g) Storm Doors

Storm Doors are warranted to the Original Consumer to be free from defects in material and workmanship for one (1) year after the date of purchase. The Warranty is limited to defects in workmanship and materials and does not cover damage or defects caused by or arising from:

- i. Damage occurring in transit after the unit leaves the Polar Windows Canada plant, or on-site damage occurring during construction, through vandalism or from any other cause beyond Polar Windows Canada's control.
- ii. The unit being subjected to stresses resulting from localized application of heat, which caused excessive temperature differential over the glass surfaces or edges, or provisions having not been made in accordance with sound practice for adequate expansion or contraction of framing members.

Our liability under this Warranty shall be limited to the repair or replacement of the defective unit. Installation service will be available at Polar's then-current rates. Polar Windows Canada will not be responsible for installation, repainting or refinishing work associated with the replacement of products deemed defective.

## 3. BASEMENT - DUAL PANE SLIDER/AWNING

### a) Dual Pane Slider and Single Hung Window P.V.C. Frames

Dual Pane Slider and Single Hung Window P.V.C. frames are warranted against chipping and cracking, blistering and peeling, warping and rotting only, for a period of twenty-five (25) years from the date of purchase.

### b) Polar In-Swing Dual Pane Awning Window P.V.C. Frames

Polar In-Swing Dual Pane Awning Window P.V.C. frames are warranted against chipping and cracking, blistering and peeling, warping and rotting only, for a period of twenty-five (25) years from the date of purchase.

### c) Super Spacer™ Sealed Unit

The Super Spacer™ sealed insulated glass unit is warranted for twenty (20) years from the date of purchase against defects resulting in material obstruction of vision from film formation caused by dust or moisture condensation on the internal glass surfaces only.

#### d) Hardware

All basement hardware is warranted for a period of ten (10) years from the date of purchase against defects in materials and workmanship.

#### e) Fibreglass Screen

The fibreglass screening is warranted for ten (10) years against rot or stains under normal residential use and service only.

### 4. OTHER

#### a) Installation

All installations are warranted to be free from defects in material and workmanship only for as long as the Original Consumer owns the home in which the product is installed.

#### b) Wood Framed Sealed Unit

All wood framed sealed units are warranted for a period of ten (10) years from the date of purchase against defects resulting from material obstruction of dust or moisture formation of the internal glass surface caused by failure of the seal only.

#### c) Caulking

Caulking on all Polar Windows Canada's installations is warranted to be free from defects in material and workmanship for two (2) years from the date of purchase.

#### d) Supply Only

Supply Only Contracts will be warranted the same as product that is installed by Polar, provided the installation has been done in a manner consistent with regular Polar installation procedures. See Appendix A (Window Systems) & Appendix B (Door Systems) for details.

#### Service Procedure:

If any part(s) fail within the warranty period, notice of such failure must be forwarded to Polar's headquarters to the attention of "Warranty Administration" at one of the addresses set out below (addresses are subject to change without notice). Upon proper inspection to verify the defect, Polar will ship the new part(s) as needed or effect repairs (at Polar's sole option). In the case of structural parts or insulated glass, where it is not practical to return these items, Polar will send a representative to inspect the product on site. After determining the nature and extent of any product failure, if required under the warranty, a replacement will be supplied or the defect repaired (at Polar's option). Polar Windows Canada's liability under the warranty shall be limited to providing a replacement product of the same brand line, or, if the same brand line is not available, one of similar quality, as determined at Polar's reasonable discretion, and otherwise in accordance with the warranty for the applicable brand line whose product is being replaced. In the case of a defective frame, Polar Windows Canada reserves the right to repair the defective frame, if the frame can be repaired, and return the same to you. On-site service, if not required by this warranty, may be provided at the prevailing service rates. Polar Windows Canada will not be responsible for installation, repainting, or refinishing work associated with the replacement of products deemed defective unless expressly required by this warranty.

**EXCLUSIONS AND LIMITATIONS:**

1. This Warranty is made in lieu of all other express warranties and extends only to the Original Consumer and, only if expressly allowed above, to the immediate subsequent owner of the home. Polar will not be responsible for installation, repainting, or refinishing work associated with the replacement of products pursuant to this warranty.
2. This Warranty is the only warranty applicable to these products. All other warranties, expressed or implied, including, but not limited to, the express or implied warranties of merchantability and fitness for a particular purpose, statutory or otherwise, are disclaimed where allowable under law.
3. This Warranty covers only manufacturing and material defects as specified herein. It does not include defects or damages attributable to:
  - i. negligence in handling, use or operation;
  - ii. normal weathering;
  - iii. defects caused by accident, fire, flood and/or acts of God;
  - iv. vandalism, riot, or civil disorder;
  - v. misuse;
  - vi. abuse by harmful fumes, vapours, solvents, chemicals or chemical pollutants in the atmosphere;
  - vii. mildew;
  - viii. localized heat, which causes excess temperature differentials;
  - ix. failure of product on account of building construction or design;
  - x. building settlement or structural failure of walls or foundations;
  - xi. modifications or attachments not authorized by Polar Windows Canada;
  - xii. installation of sloped glazing;
  - xiii. damage caused by pressure washing;
  - xiv. any component, hardware parts, or products not manufactured or provided by Polar Windows Canada;
  - xv. window shades, coverings, or curtains installed in a manner that will trap heat against the window surface;
- xvi. routine wear and tear of components;
- xvii. or any other condition beyond Polar Windows Canada's control.
- xviii. Minor imperfections in insulated glass caused during the manufacturing process in accordance with published Canadian General Standards Board (CGSB) specifications or Visual Quality Standards for Insulated Glass published by Polar do not constitute manufacturing or material defects. For further details or a copy of the specifications, please contact Polar Windows Canada.
- xix. Insulated glass units that have had any secondary film applied.
4. Defects: When used in reference to glass in this warranty, "defects" are defined by the Visual Quality Standards for Insulated Glass, printed by Polar (available on request), that are in effect at the date of purchase.
5. Polar Windows Canada reserves the right to discontinue or modify any of its products, including the colour thereof, without giving notice. If Polar Windows Canada replaces any product under this Warranty, it may substitute products, which are designated by Polar Windows Canada, in its sole discretion, to be of comparable quality or price range in the event the product initially purchased has been discontinued or modified.
6. The warranty on replacement product or components will be limited to the remainder of the warranty period of the original unit.
7. On hardware, parts, components, and insulated glass units not manufactured or provided by Polar Windows Canada, the original parts manufacturer's warranty, if any, applies only.
8. Polar Windows Canada does not provide a warranty for products that have not been paid for in full, and this warranty does not extend to any product not paid for in full.
9. Dealers, sales representatives and distributors do NOT have the authority to change or extend any of the provisions of these warranties. Any attempt to change or extend these warranties by such persons, even if made in writing, will not bind Polar Windows Canada and will not be legally effective against Polar Windows Canada.

10. THE WARRANTY HOLDERS EXCLUSIVE REMEDY IS THE REPAIR OR REPLACEMENT OF THE PRODUCT WARRANTED. UNDER NO CIRCUMSTANCES SHALL POLAR BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, ECONOMIC, DIRECT, GENERAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER, INCLUDING INJURY TO PERSONS (INCLUDING DEATH) OR PROPERTY.
11. Where the date of purchase, if relevant to the warranty period, is in doubt, Polar may require production of proof of the date of purchase to its reasonable satisfaction.
12. Visual Quality Standards: As glass is a construction material, the current visual quality standard is based on viewing at a 90-degree angle, under normal viewing conditions and at a minimum distance of ten (10) feet. Defects must be within the normal viewing area, which is 80% of the center area of the glass.
13. Condensation: To prevent window condensation during the heating season, the recommended indoor relative humidity (RH) is 30% to 50%. When it is below -10 degrees Celsius (14 degrees Fahrenheit) outdoors, recommended indoor RH is 30%.

#### **Effective Date and Jurisdiction:**

Provisions of this Warranty apply to products manufactured by Polar Windows Canada from and including 31/March/2011. If any of the exclusions, disclaimers or limitations are prohibited by law in a jurisdiction, they may be severed from this Warranty without affecting the validity of the balance of the provisions. Some jurisdictions may not allow the exclusion or limitation of incidental or consequential damages or of how long an implied warranty lasts; therefore, the limitations and exclusions may not apply to you. This Warranty gives you specific legal rights, and you may also have other legal rights in your jurisdiction. The limited warranties set forth in this document are the only warranties (whether written or oral) applicable to Polar Windows Canada products, and no one is authorized to modify or expand these written warranties.

Any questions as to the interpretation or application of this Warranty shall be determined by the courts of the Province of Manitoba, in accordance with the laws of the Province of Manitoba and the federal laws of Canada applicable therein.

#### **Contact Us:**

##### **Winnipeg Office**

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## APPENDIX A

### Installation Instructions - for "Supply Only" Agreements Window Systems

- I. Apply a bead of good quality caulking to the entire perimeter of the window opening on the exterior surface of the sheathing. If using foam insulation, apply a heavy bead to the sill plate. (1" - 1 1/2" diameter)
- II. After the window is set into the opening, level the sill and shim where necessary.
- III. Square and plumb the window within the opening. If the wall is not plumb, some shimming may be required behind the brickmould to plumb the window. Apply shims at the side jamb and head jamb.
- IV. Secure the window with the use of screws instead of nails, utilizing the pre-drilled holes on the brickmould flange. Check for squareness & sight for straightness while securing the window.
- V. Loosely pack the space between the stud and window with fiberglass insulation. Do not pack the insulation too tight as this may force the jambs to bow and the insulation loses its insulating value. The use of low-expansion insulating foam is preferable, as it insulates and provides a vapor barrier around the window. This will ensure the elimination of drafts between the window and the rough opening. Single applications of no more than 1 1/2" in depth, will ensure that the expansion of the foam will not bow the frame. Allow 2 hours between applications.
- VI. In situations where the jamb extension is not supplied, we recommend the following method of installation for jamb extensions:
  1. Sill and head extensions should be cut to the outside measurement (O.S.M.) of the window frame width. Proceed to fit them in place.
  2. Measure and cut jamb extensions to fit snugly between the head and sill extensions. Position the side extensions in place and mark the location on the head and sill extensions. Remove the four pieces, screw them together, and reinsert as one unit. This method will ensure tight corners without the possibility of opening up.

- VII. When stucco is applied to the exterior around the window, we recommend the placement of expanded metal around the entire perimeter of the P.V.C window. This will greatly reduce the possibility of stucco cracking at the corners of the window.
- VIII. As part of general maintenance, the operating hardware should be kept clean and lubricated occasionally.

## APPENDIX B

### Installation Instructions - for "Supply Only" Agreements Door Systems

- I. Apply 1 1/2" bead of polyurethane foam insulation to the bottom of the rough opening, approximately 1 inch in from the outside edge.
- II. Set door in place, square and plumb; shim side jambs, and secure by screwing through jamb at shim into rough opening. Four screws on latch side on hinge side are sufficient.
- III. Shim at deadbolt and passage strike plate, and replace screws with #8 - 3" screws (provided) into rough opening. Adjust strike plate to provide firm pressure of door on weather strip. Check by ensuring there is no daylight between door and weather strip.
- IV. Replace two screws in each jamb hinge with #8 - 3 1/2" screws (provided), and secure to rough opening.
- V. Complete installation by insulating between frame and rough opening with foam insulation.

**CAUTION: Over-insulating will cause jambs to bow.**