



# LIMITED PRODUCT WARRANTY

## General

Fancy Windows Mfg. Inc. warrant that all window and door ("Product(s)") will be of quality materials and workmanship from the date of purchase from the time periods described herein... This Warranty is subject to all terms, conditions, exclusions, limitations, disclaimers etc. contained herein. In this Warranty, "Claim" shall mean a request for replacement or repair of a defective Product submitted by a Consumer. The warranties provided are only to the Original Consumer as defined (original purchaser of the Product and the original owner of the building in which the Product is installed).

## Warranty

This warranty provides coverage, as detailed below, for the following Product(s):

### PVC - Vinyl Extrusions

Fancy Windows Mfg. Inc. provides a limited (20) twenty year warranty on all PVC components against defect in material and workmanship such as discoloration, warping, pitting, and blistering for the lifetime of the product under normal circumstances use and conditions.

Fancy Windows Mfg. Inc. reserves the right to discontinue or change extrusions. If the extrusions have been discontinued or are not available, Fancy Windows reserves the right to substitute extrusions of equal quality as may be compatible, provided in the event no compatible product is at the time manufactured by Fancy Windows. It shall not be required to create new dye for the purposes here of and this warranty shall be of no force of effect.

Vinyl components will distort if exposed to extreme heat, or if stored in a confined area under extreme temperature. Vinyl components can also become damaged if other heavy materials are stored on top of them. Distortion of vinyl components due to improper handling or storage is not covered by Fancy Warranty.

After one (1) year from date of purchase Fancy Windows Mfg. Inc. will provide the replacement material at the point of purchase. The customer will be responsible for all costs and arrangements of installation and labor or any cost involved in replacement of the product.

## Window Hardware

Fancy Windows Mfg. Inc. offers a limited warranty against defect in workmanship for a period of one (1) year from the date of purchase. Replacement of approved defective hardware will be supplied free of charge within the covered period from date of purchase. Fancy Windows Mfg. Inc. shall have no obligation under this warranty unless the defective hardware is returned prior to claim.

Fancy Windows Hardware suppliers offer a limited warranty against defects in material for the life of the hardware (no plastic components if any are covered). **Products which have been mis-used, regular wear and tear, or damaged due to being used in a manner for which it was not originally intended, will not be covered under this warranty.**

The purchaser will be responsible for all costs relating to installation or labor involved in replacement of the product after one (1) year from purchase date. The warranty coverage is limited to the replacement value of the defective hardware. Regular lubrication and maintenance, following the initial installation of the product(s) is the responsibility of the consumer.

## Insulated Glass (IG) Sealed Unit

Fancy Windows Mfg. Inc. warrants all insulated glass units in any Fancy Windows products against failure of the hermetic seal for a limited ten (10)-year warranty from the date of purchase. Fancy Windows sealed unit is warranted on a pro-rated basis from the date of purchase. Fancy Windows Mfg. Inc. under this warranty shall be limited to the replacement of insulated glass unit only at the original point of purchase. Fancy Windows shall replace the defective glass at no

charge within a period of (2) year from the date of purchase. Fancy Windows reserves the right to limit labor costs including travel and costs required due to limited access such as Lift's, scaffold etc.... Those costs are the responsibility of the customer. This warranty does not include cracked or broken glass of any kind, or damage to the product resulting from accident, abusive handling or misuse or shattering due to heat build-up. It also does not cover movement or shifting of the product or the building.

The original consumer shall be responsible for all installation costs after two (2) years. Minor repairs and adjustments will be made on site.

## **Steel / Fiberglass Doors**

Fancy Windows Mfg. Inc. will provide a limited warranty on steel insulated doors against warping and delamination for the period of five (5) years from the date of purchase and five (5) for fiberglass doors, provided the door slab is sealed on all surfaces. The door manufacturer will replace the defective door slab at no charge. No labor or installation is included after one (1) year from the date of purchase.

Fancy Windows does not warranty the performance of the primer coat/paint/stain on the steel and fiberglass door. Failure to paint door, door lite, trim, decorative trim and jamb within thirty (30) days of installation or use of a storm door with an entry door that has plastic decorative or window trim will void the warranty.

Door warpage is considered a defect when the deflection exceeds 5/16th of an inch or 8mm providing that door is manufactured with standard lock and hinge preparation. This warranty will cover doors with glazing units 21" x 65" or less.

Entry Door System jamb and wood frame components will be protected against defects such as holes, rotting and blistering for a period of one (1) year from the date of purchase provided they are protected from the elements and finished with a good quality top coat paint or stain within 30 days of delivery and a clear sealer or varnish immediately following installation.

Wood components must be stored in a covered, dry area and not be exposed to forms of moisture and high humidity. All wood / composite parts including but not limited to door jambs, mull posts, brickmould and mull casing are not covered by this Limited Warranty for bowing, splitting, swelling, or warping defects in the frame in which the door slab is hung.

Not warranted is any labor, unless otherwise specified for removing, installing, or replacing product or components or labor for other materials that are removed, reinstalled or refinished (painting or staining) in conjunction with repairing or replacing the defect product or component.

Any expansion foam insulation used in door installations will void this provision of the warranty.

During the winter months, door panels can bow due to the extreme temperature variations between the interior and exterior of the door. This is known as "**thermal bow**" and is not the sign of a defective product.

**Action on any claim for warp on our Fiberglass Doors may be deferred, at the option of Fancy Windows, for a period not to exceed 12 months from the date of claim. The door must remain hung in the original installation during the period of deferment, to permit conditioning to humidity and temperature.**

Factory applied caulking must be maintained properly by the homeowner.

## **Patio Doors**

Fancy Windows Mfg. Inc. will provide a limited twenty (20) year warranty on all vinyl components against defect in material and workmanship. Insulated Glass will carry a twenty (20) year warranty against seal failure.

Mini blinds shall remain in good operational condition and be free from manufacturing defects for five (5) years including seal failure. No labor on any miniblind orders.

All Hardware including but not limited to rollers, sash locks and door handles, will remain in good operational condition for a period of one (1) year. Should any material be found defective during the warranty period, Fancy Windows will repair or replace the defective component, at no charge, within one (1) year from the date of purchase excluding miniblind doors. The original consumer shall be responsible for all installation costs after one (1) year. Minor repairs and adjustments will be made on site. This warranty does not cover painted vinyl doors or the screen mesh therein.

## 10 Year Limited Paint Warranty

Fancy Windows provides a limited ten (10) year warranty from the date of application that the paint will not crack, pit, peel, blister or suffer non-uniform fading discoloration (non-uniform fading discoloration resulting from unequal exposure of surfaces to the sun and elements is not covered by this warranty).

This warranty covers only manufacturing defects in material and workmanship of Fancy Windows and does not include defects or damages attributable to, arising or resulting from the handling, transportation or installation of the windows or doors into structures or effects or damages caused by accident, fire, flood, abuse, vandalism, improper maintenance, abrasive cleaning solutions, harmful fumes, chemical solvents, masonry or stucco leach, acid washes, caulks, adhesives, paints, building heat, excessive temperature exposure, color change arising due to normal weathering, oxidation, extremes of weather and atmospheric conditions, and other like circumstances and causes beyond Fancy Window's control and unrelated to the manufacturing process.

Application of the coating to windows or doors may result in a paint voidage in the recesses of the extrusions. Furthermore, application of the coating may be limited to certain surface locations designed by Fancy Windows in order to prevent excessive wear or damage to the coating. Therefore, the representations by Fancy Windows and its warranty do not include full paint coverage within the extrusion voidage or on surfaces not designated by Fancy Windows for coating applications. In addition, no guarantee is available for metallics or any extraneous material such as gaskets, drain covers, sash keepers, etc. Fancy Windows does not offer warranty on any wood products.

If Fancy Windows determines the claim is valid, Fancy Windows agrees, at its option, to either (i) the application of touch-up paint and/or complete exterior surface re-coating in the field, or (ii) if in the reasonable judgement of Fancy Windows the defect is a minor one, Fancy Window's sole responsibility under this warranty shall be limited to supplying a paint touch-up kit for application by CONSUMER or consumer's designee. The original warranty period shall not be extended by any repair, but the remaining warranty time period shall continue in effect and be applicable under the terms and conditions of this warranty.

If claim is determined valid by Fancy Windows, labor will be covered for up to one (1) year from the date of purchase

## General Exclusions / Limitations on Liability / Remedies

Where a product or component by the Warranty, remedies are limited to the following, any which may be chosen at the discretion of Fancy Windows and only within the warranty period of the purchased product:

- Repair existing product or component. If Fancy Windows elects to repair the product, labor will be covered for up to one (1) year from the date of purchase, subject to the exceptions detailed in the following subsection.
- Replace the damaged product or component. If Fancy Windows elects to provide a replacement product, the limited warranty on the replacement product will last for the balance of the warranty on the original product;
- Refund the original price of product or component.

Fancy Windows is not responsible for paint or any other refinishing required after the remedial work is complete. Fancy Windows reserves the right to investigate the reason for the product failure after a claim has been made and if it is determined that the product was damaged by negligence, misuse, or willful conduct on the part of the consumer or any other person not associated with Fancy Windows, no remedy under this warranty shall be available to the consumer. In the case of discontinued products or components, the closest available match will be used. Colors on replacement products or components may vary from original.

- All warranty coverage provided for herein shall be valid only if the products are properly handled, installed, finished and maintained. In addition to the foregoing and notwithstanding anything otherwise provided for herein, Fancy Windows shall have no liability for product damage or defects caused by:
  - Accident, abuse, misuse or negligence in handling, installation or operation, finishing (or failure to provide proper finishing), operation, or maintenance (or failure to properly maintain);
  - Any product, component or hardware not manufactured by Fancy Windows
  - Modifications or attachments to products or components that are not authorized by Fancy Windows;

- Misapplication if the product, faulty building construction or design, including but not limited to installation;
- Stress due to localized application of heat, movement of building or building components or expansion or contraction of building or building components;
- Damage in transit after leaving Fancy Windows' plant or fleet not caused by Fancy Windows or anyone associated with Fancy Windows;
- Natural disasters and any other cause beyond control of Fancy Windows;
- Variations in the grain pattern and color of wood products or components;
- Exposure to harmful chemicals or pollutants;
- Water damage to wood products or wood components that are installed in enclosed, high-humidity areas without proper ventilation and any other water damage to any product resulting from prolonged condensation or frost exposure as a result of installation in an area or structure of high humidity;
- Excess debris and direct rain exposure during construction, extreme build-up of dirt and grime in track, drain hole, and other key window and door components that cause malfunction in the product's performance;
- 'AS IS' product sold are not covered by the original consumer warranty as they have been discounted accordingly;
- Subsequent damages and repair work not covered in this warranty. Warranty is limited to the replacement value of the product or component only. Fancy Windows shall not be liable under any circumstances for any incidental, consequential or other damages;
- Removal of product, shipping costs, painting and refinishing, installation or restoration or other similar costs and the responsibility for those costs shall be the consumer's;

- Doorlites that are not properly maintained;
- Fancy Windows reserves the right to limit transportation and labor costs incurred where the defective product or component is located more than fifty (50) kilometers from the original point of purchase. Where products are sold outside of the warranted area, the coverage is restricted to the supply of the defective product or component to the original point of purchase only;
- Glass imperfections that are acceptable relative to published Canadian General Standards Board (CGSB) specifications;
- Window shades, blinds, coverings or curtains installed in a manner that will trap heat against the window surface;
- This warranty is null and void unless Fancy Windows receives full payment for all work associated with the supply of the products to be covered under this warranty. No warranty certificate shall be in effect until full payment is received. – Fancy Windows Mfg. Inc.’s products conform to all applicable building codes, but local ordinances are the sole responsibility of the Architect, Building Contractor, or Home Owner. Fancy Windows Mfg. Inc. holds no responsibility for compliance. Local building code officials for specific requirements must be consulted. Fancy Windows Mfg. Inc. assumes no responsibility of special requested products nor of products not manufactured by Fancy Windows Mfg. Inc.

## Transferable Warranty

Fancy Windows Transferable Warranty is a onetime transfer only, claimant must have purchased the house from original owner (customer), they must retain the original home and not be for any rental income. Original owner must apply for this within 3 months of selling the home.

Proof of purchase is required to claim the warranty. The warranty in such a case will be honored only to a maximum of ten (10) years from the original date mentioned on the proof of purchase, provided that the new owner is living in the single-family residence.

**All warranties are subject to the conditions, terms and limitations set out in the Fancy Windows Original Consumer Warranty.**

**No sales person, dealer, retailer or other representative of Fancy Windows Mfg. Inc. has the authority to alter or change these warranties or to make and other offer wither orally or in writing.**

## **Service Calls**

Despite our dedication to the highest standards it is still possible that one of our components may fail. Our excellent guarantees have been conceived with you and this in mind. Our dealers and representatives are committed to providing the best after sales service where and when it is really needed. We are, however, too frequently required to make calls for reasons beyond our control and responsibility. Condensation almost always is due to higher than recommended inside humidity levels in relations to colder outside temperature; window and door adjustments and oversights in installation are among the most typical. Before requesting a service call, please review our warranty and installation instructions. It may help to avoid the minimum charge of \$180.00. We thank you for your cooperation. Proof of Purchase is always required before service processed.

*Travel coverage restricted to 50 km radius only.*

### **Fancy Warranty**

#### **PVC - EXTRUSIONS**

**Fancy Windows offers a 20-year limited warranty on the component part....1-year labor warranty.**

#### **HARDWARE**

**Fancy Windows offers a 1-year limited warranty on defective hardware.... supplier directed after 1 year.**

#### **GLASS**

**Fancy Windows offers a 10-year limited warranty on failure of the hermetic seal only ....1-year labor warranty.**

## **DOORS**

**Fancy Windows offers a 5-year limited warranty on door slabs against warping and delamination ....1-year labor warranty.**

## **PAINT**

**Fancy Windows offers a 10-year limited warranty on paint and foil.....1-year labor warranty.**

## **PATIO DOORS**

**Fancy Windows offers a 20-year limited warranty an patio doors on pvc and seal failure excluding miniblind applications carry a 5 year only ....1-year labor warranty.**

*All Warranties above are short form only see full details on website or ask your sales representative for a copy. Travel coverage restricted to 50 km radius only.*