

**Effective Jan 1, 2016**

C.P. LOEWEN ENTERPRISES LTD.

## CANADIAN Limited Warranty

### LIMITED GLASS WARRANTY

C.P. Loewen Enterprises Ltd. (Loewen) warrants standard HEAT-SMART® insulating glass units with stainless steel spacers against defects in workmanship or materials for twenty (20) years from the date of original purchase.

Standard HEAT-SMART® insulating glass units with aluminum spacers are warranted against defects in workmanship or materials for ten (10) years from the date of original purchase. Any appearance of moisture or distortion on the glass inside the air space resulting from a failure of the hermetic seal will be replaced with a qualifying insulating glass unit. Non-tempered glass is warranted against stress cracks caused by manufacturing defects for ten (10) years from the original date of purchase.

HEAT-SMART® insulating glass in high elevations must be manufactured with capillary tubes. Products observed in high elevations without capillary tubes are not warranted.

Laminated glass incorporating Dupont's™ SentryGlas® Plus interlayer ("SGP® Laminated Glass"), is limited ten (10) years from original date of purchase against defects in material or workmanship that cause delamination of the laminated glass resulting in materially obstructed vision through the laminated glass. Laminated glass incorporating either only a polyvinyl butyral interlayer ("PVB Laminated Glass") or a PVB interlayer and a polyethylene terephthalate interlayer ("PET Laminated Glass") or an ethylene vinyl acetate interlayer ("EVA Laminated Glass"), is limited to a five (5) years from original date of purchase against defects in material or workmanship that cause delamination of the laminated glass resulting in materially obstructed vision through the laminated glass.

Standard HEAT-SMART® insulated glass units with defective hermetic seals will be replaced with new product or components and installed by Loewen or approved technicians free of charge for the first two (2) years of the warranty. After this time, Loewen will deliver the replacement insulating glass unit to the dealer where the product was purchased and the customer will be responsible for the arrangement and cost of replacement. The installation of all glass must meet Loewen approved specifications to remain valid for the warranty period. At its option, Loewen may elect to refund the customer's purchase price of the insulating glass unit. Product and components of current design may be substituted for the original product purchased. Color variation is not considered a defect. In instances where labor is covered by warranty, Loewen will cover labor costs for replacing or repairing components in areas within sixty (60) miles of the original point of purchase. Otherwise, labor and/or mileage expenses may be charged.

The Preserve® film applied to the outdoor surface of the glass must be removed within nine (9) months from date of installation. Under normal circumstances this will help ensure easy removal with little to none of the adhesive remaining on the glass. High absorption coatings, LoE-i89™ or other exposed Low-E coatings as well as NEAT® coatings may increase adhesion of the film. In areas of high humidity, sunlight and temperatures the film must be removed from windows with the NEAT® coating within 6 months from the date of installation. Upon rare occasion a faintly visible line could appear when there is moisture on the glass at the location where the film overlaps. This history, or ghosting is not considered a defect.

All other glass and glass components are supplied with the same warranties, limitations, and exclusions that Loewen receives from its supplier.

## WOOD COMPONENT LIMITED WARRANTY ON METAL CLAD PRODUCTS

Loewen warrants all wood components on metal clad products against defects in materials or workmanship that affect product performance for a period of twenty (20) years from the date of original purchase.

During the first two (2) years of the warranty period, Loewen, at its sole option, may repair the defective component at no cost, or provide and install replacement parts at no cost. Thereafter, Loewen will replace defective parts with the same or equivalent product(s) or component(s) free of charge for the remaining warranty period by delivering the replacement components to the dealer where the product was purchased. The customer is responsible for the arrangement and cost of installation and/or replacement. At its option, Loewen may elect to refund the customer's purchase price of the product component(s).

The twenty (20) year wood component limited warranty is applicable on metal clad products only. Non-clad products are covered under the COMPONENT LIMITED WARRANTY.

## COMPONENT LIMITED WARRANTY

Loewen warrants all non-glass components including locks, hardware, hinges, and wood components against defects in materials or workmanship that affect product performance for a period of ten (10) years from the date of original purchase.

During the first two (2) years of the warranty period, Loewen, at its sole option, may repair the defective component at no cost, or provide and install replacement parts. Thereafter, Loewen will replace defective parts with the same or equivalent product(s) or component(s) free of charge for the remaining warranty period by delivering the replacement components to the dealer where the product was purchased. The customer is responsible for the arrangement and cost of installation and/or replacement. At its option, Loewen may elect to refund the customer's purchase price of the product component(s).

Repeated handling of oil rubbed bronze hardware will create the bronze or brass patina that is the distinguishing characteristic of oil-rubbed and rustic bronze finishes. Oil rubbed bronze and rustic bronze are "living finishes" with no protective coating. With time or frequent handling the dark oiled appearance will wear away revealing the bronze or brass substrate beneath. The appearance of these finishes will vary depending on usage, supplier and environmental conditions such as but not limited to high salt concentrations. This patina process is considered normal and not a warranted item.

## FINISHES

### EXTERIOR CLADDING FINISHES

Loewen's standard aluminum finish is warranted for a period of twenty (20) years from the date of original purchase against manufacturing defects resulting in chalk (in excess of ASTM D-4214 number eight (8) rating, determined by the procedure outlines in ASTM D-4214), fade (more than five (5) Delta-E Hunter units (square root of the sum of square Delta L, Delta a, and Delta b) as determined by ASTM method D-2244 method 6.3, and loss of adhesion (peeling), per AAMA (American Architectural Manufacturer's Association's Specification 2605, except where provided below. Anodized finishes are warranted to be free from manufacturing defects for a period of ten (10) years from the date of original purchase, except where provided below. Fiberglass cladding components are warranted free from manufacturing defects for a period of ten (10) years from the date of original purchase. Fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements, which is not considered a defect.

The factory applied protective film on the exterior of some metal clad components is required to be removed within ninety (90) days from date of installation.

Products installed in coastal environments (within one (1) mile of a sea coast or other salt water source) must be cleaned thoroughly with mild detergent soap and water. This must be done every three (3) months as a minimum, and more frequently if necessary to prevent the build-up of salt or corrosive residue. Any chips or scratches must be repaired immediately and not left exposed to the elements. Aluminum clad painted products in these environments are warranted to be free from manufacturing defects that result in abnormal corrosion or deterioration of the exterior cladding or finish for a period of ten (10) years, including anodized sills used on sliding and swinging doors. The determination as to whether abnormal corrosion or deterioration in coastal environments and/or in areas of high salt concentration has occurred will be made at Loewen's sole discretion.

Coastal environments can be extremely corrosive and some finish deterioration is normal and should be expected. Areas with higher salt concentration that are within one (1) mile of a sea coast or other salt water source may have more deterioration occurring.

Anodized finishes are not warranted in coastal or high salt concentration environments.

Failure to comply with the regular cleaning and maintenance requirements within the specified schedule will invalidate this warranty. Thorough cleaning of all exterior window and door surfaces (including those not visible when the operating unit is closed) must be undertaken with mild soap and water and a complete fresh water rinse.

Documented proof of regularly scheduled cleaning is required. A maintenance log as well as instructions on cleaning can be found in the "Care and Maintenance of Exterior Aluminum Cladding" section found at [www.loewen.com](http://www.loewen.com).

During the first two (2) years of the warranty period, Loewen, at its sole option, may repair the defective component at no cost, or provide and install replacement parts. Thereafter, Loewen at its sole option, will supply materials for repair or equivalent product(s) or component(s) for the remaining warranty period by delivering the replacement components to the dealer where the product was purchased. The customer is responsible for the arrangement and cost of installation and/or replacement. At its option, Loewen may elect to refund the customer's purchase price of the product component(s).

#### **WOOD FINISHES**

Factory applied pre-finished paint coatings on wood surfaces are warranted against manufacturing defects resulting in adhesion loss (peeling) for a period of two (2) years from date of purchase. During the two (2) year warranty period, Loewen will repair the defective finish at no cost. Factory applied primers are not warranted.

#### **SURFACE PATINA, CYPRIUM COLLECTION**

Humidity, airborne salinity and pollutants work together with time to coat the surfaces with a natural patina ("living finish") and are dependent on environmental and location specific conditions. The rate of change, color variations, or uniformity of the naturally occurring patina process is expected and excluded from warranty coverage.

#### **FACTORY-APPLIED PATINA, CYPRIUM COLLECTION**

Factory-applied patina finishes will continue to evolve naturally over time. The initial factory-applied patina may not be representative of the natural evolution that may occur on a Cyprium product in any specific location. Depending on environmental and location specific conditions, factory-applied patina finishes may evolve or revert back to what would be a natural progression of unfinished copper or bronze. As such, there shall be no specific warranty pertaining to factory-applied patina finishes. The rate of change, color variations, or uniformity of factory-applied patina finishes is excluded from warranty coverage. As the natural or factory-applied patina develops, residue may wash down and stain surfaces beneath the cladding and is considered a natural occurrence. Staining of adjacent surfaces is excluded from warranty coverage.

#### **EXPOSED SOLDER JOINTS, CYPRIUM COLLECTION**

The appearance of exposed solder joinery is not warranted to be uniform in width or depth and may change color as the patina process evolves over time. The visual appearance of the solder joinery is excluded from warranty coverage. In coastal environments and areas of high salt concentration, the solder joints can be affected differently. In these environments, this is to be expected and is not warranted.

### **REPLACEMENT PARTS & LABOR**

Replacement parts and labor provided by Loewen staff or agents are warranted for ninety (90) days or the balance of the existing warranty, whichever is greater.

### **WARRANTY LIMITATIONS**

Product and components of current design may be substituted for the original product purchased. Texture and color variation, nail holes, and fastener marks are not considered defects. In instances where labor is covered by warranty, Loewen will cover labor costs for replacing or repairing components in areas within sixty (60) miles of the original point of purchase. Otherwise, labor and/or mileage expenses may be charged.

Electric window operators supplied with Loewen products are warranted for the same warranties, limitations, and exclusions that Loewen receives from its supplier.

Screens are not designed to, nor will they prevent falls.

Suitability and compliance with building codes and standards (local or other), including building components, design and installation of flashing and/or sealing systems, and the use of Loewen product is the responsibility of the purchaser, user, architect, contractor, installer, or other building professional.

The preparation of the rough opening for large openings such as those required by, but not limited to, LiftSlide, MultiSlide and Bifold doors have unique requirements. Structural headers that allow for deflection no greater than 1/8" along the unsupported length once the header is fully loaded are required. Special care needs to be taken when installing any unit including transoms above such large opening units.

Loewen is not responsible for site measurements or the determination of structural and architectural requirements for the installation of large opening products such as but not limited to, LiftSlide, MultiSlide and Bifold doors. Site specifications are the responsibility of building professionals or engineers to determine.

All warranty categories are non-prorated except as listed.

This limited warranty supersedes all previous versions and notifications, is transferable, and applies to product purchased and installed in Canada. The warrantor is C.P. Loewen Enterprises Ltd.

### **EXCLUSIONS**

This limited warranty excludes coverage for damage to Loewen units or non-Loewen components and materials as a result of the failure of components covered by the warranty.

This warranty does not cover:

- Touch-up Paint.
- Factory applied primer.

Factory applied primer is meant to assist in the adhesion of a field applied finish top coat and is not meant to provide protection in an unfinished state over an extended period of time. It is required that the exterior must be painted within 14 days of installation with a high quality finish coat. Instructions can be found in the “Finishing Your Product” section at [www.loewen.com](http://www.loewen.com).

- Minute paint fracturing which may occur in proper fabrication of building parts
- Repainting or refinishing costs after replacement of defective components.
- Normal wear or discoloration of finishes, including tarnishing; and condensation or frost on exposed surfaces of the insulating glass unit, either on the inside or on the outside of the house resulting from excessive humidity.
- Cracked, shattered or broken glass; damage due to application of films, fixtures or decorations.
- Minor glass imperfections which do not impair structural integrity or obscure normal vision, including minor scratches and curvature of the glass, are not considered defects and are excluded from coverage.
- Visual distortion in tempered, heat strengthened and or laminated glass is to be expected. This is not considered a defect.
- Damage due to direct heat; damage or failure of hermetic seals from improper installation.
- Insulating glass units installed in units not manufactured by Loewen.
- Other manufacturer’s glass or insulating glass units, unless factory installed by Loewen.
- Insulating glass units manufactured with Georgian Polished Wire glass installed in doors.
- Retention of Argon or other inert gas present in insulating glass at time of manufacture.
- Damage from accident, improper handling, alteration or misuse.
- Damage occurring in transit after leaving the Loewen plant or Loewen truck.
- Damage occurring in the customer’s storage facility, on site prior to or during construction, through vandalism, theft, or from any other cause beyond Loewen’s control.
- Damage to products or structures resulting from failure to follow Loewen installation instructions and recommendations.
- Damage as a result of nonstandard and/or improper installation including non-vertical, upside down, on the side, out of square and out of plumb.
- Installation in structures lacking adequate moisture drainage or moisture management including units installed without flashing and units with Exterior Insulation and Finish Systems (“EIFS”) without proper drainage systems.
- Deficiencies in construction, building design and maintenance.
- Damage resulting from exposure to extreme weather, excessive humidity or excessive dryness.
- Damage while in an unfinished or unprotected state (may include distortion or splitting of wood components).
- Corrosion and related damage.

- Use of brick wash, chemical solvents or other inappropriate cleaners.
- Acts of God, nature, war, or terrorism

Defects shall be defined by any characteristic, flaw, failure, weakness, imperfection, or error, determined by Loewen to be defective in material or workmanship, under normal use.

Minimal flexing of door panels or door warpage is considered a defect when the deflection exceeds 8 mm (5/16"), providing the door is manufactured with standard lock and hinge preparation. Door warpage on units without a multi-point locking system, and minute fracturing of paint finishes are not considered defects and are excluded from coverage.

Flush Track LiftSlide products and Flat/Low Profile Terrace/French Door Sills are not warranted against water intrusion of any sort. The Owner must make sure that these units are installed in an area that is covered and not exposed to unfavorable weather conditions. The Owner takes full responsibility for the installation and use of these products.

Loewen published performance ratings are representative of average performance and are not warranted for specific units or applications. Product performance can vary and will change over time. Examples of situations that can have an impact on performance include but are not limited to shipping and handling, installation, maintenance, exposure and normal wear and tear.

## WARRANTY CONDITIONS

The remedies provided in this limited warranty constitute the exclusive remedies for breach of warranty. The absolute limit of Loewen's liability is the purchase price of the product. Loewen shall not be liable for any incidental or consequential damages of any kind or any other liabilities, whether arising out of breach of contract, warranty, tort (including negligence and strict liability) or other theories of law. This limitation of liability shall apply notwithstanding any fundamental breach of this limited warranty and shall survive any termination hereof.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above exclusion or limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

The limited warranty set forth by Loewen in this document, is the only express warranty applicable to these products. No one is authorized to modify or expand this limited warranty. Any implied warranties, including those of merchantability and fitness for a particular purpose, are limited to the duration of the express warranties provided herein.

## CLAIMS PROCEDURE

- Be sure to file claims within the warranty coverage period.
- To make a claim, contact the Loewen dealer where the original purchase was made.
- Provide information verifying date of purchase.

If the problem is not resolved within a reasonable period of time, please contact Loewen Customer Job Site Services at [cjs@loewen.com](mailto:cjs@loewen.com), phone 1-800-563-9360 or fax 1-800-563-9361. Loewen may have a representative inspect the product and remove samples for technical analysis.