

### WARRANTY CERTIFICATE





Roberge & Fils Inc. (hereafter referred to as "ROBERGE") warrants its products, from date of delivery, against defects in material and workmanship to the original purchaser(s) of said products: owner(s) of the single-family residence in which the products were initially installed. This warranty comes into effect as of the products' date of delivery to the authorized distributor and shall remain in effect for as long as the purchaser(s) own and occupy their residence. This warranty only applies to ROBERGE products installed in a single-family residence that have been used solely for their intended purposes, under normal and appropriate use, properly installed and with regular maintenance, and subject to the other terms and conditions contained in this warranty certificate.

#### TRANSFERABLE WARRANTY



In the case of a building, or in the event that the single-family residence is sold or becomes occupied by someone other than the original owner(s), the warranty duration then becomes **TEN** (10) years from the product's date of delivery to

the authorized distributor, and subject to the other terms and conditions contained in this warranty certificate.

Upon the sale of the single-family residence or building where the products were installed, the owner(s) are requested to present this document with the original invoice to the new owner(s) of the single-family residence or building in which the products were installed. Failure to do so will void the warranty.

During the **first TWELVE (12) months** after purchase, ROBERGE will assume the costs for parts and labour, excluding cost and installation of scaffolding (see conditions). For the years thereafter, ROBERGE will **only** supply the materials and/or replacement components. All expenses for labour, scaffolding, transportation, repair work, installation, finishing or on-site painting are excluded.

This ROBERGE warranty becomes null and void if the installation does not respect ROBERGE's recommended norms or standards; and/or if the installation does not meet good practice (squaring, levelling and plumbing, insulation and water-tightness of caulked joints); and/or if the weather-stripping or hardware has been painted, varnished or coated with any material that damages the product.

In no case shall the liability of ROBERGE exceed the original value of the product deemed defective by ROBERGE. Under no circumstances shall ROBERGE be held liable or responsible, during the installation or the replacement of a ROBERGE product, for any loss of profits or earnings, or for any other direct, indirect, incidental, special, secondary or accidental damages attributable to a defect in a ROBERGE product.

Effective as of January 1<sup>st</sup>, 2012, this is the sole valid and applicable warranty.

No other warranty or promise made by whomsoever (representative, retailer, distributor, contractor, installer or other) will be viewed as valid by ROBERGE, who is in no way held to honour such a warranty. ROBERGE products purchased prior to the issue of this Warranty Certificate are covered by the warranty in effect at the time of sale for the specific product.

#### LIMITED WARRANTY: SEALED UNITS

This limited warranty applies to our sealed units manufactured exclusively by COVER ABITIBI, factory-installed in our P.V.C. and hybrid windows, and purchased after **September 14, 2011.** 

Sealed units are warranted against the build up of condensation and dust deposits between the two panes of glass arising due to seal failure (and not due to glass breakage) and resulting in substantially impaired vision or clarity (see exclusions).

ROBERGE shall provide a replacement sealed unit (installation costs are not included after the first twelve months) per the following table:

DURATION	UNIT TYPE	WARRANTY COVERAGE	CUSTOMER RESPONSIBILITY
0-20 years	Double clear, Double Low-E argon HER-7568, P.V.C. spacer	100 %	0 %
0-20 years	Triple clear, Triple Low-E argon HER-7568, P.V.C. spacer	100 %	0 %



This **TWENTY** (20) year warranty is offered to the original owner(s) of the single-family residence where the product was installed and occupied by the owner(s) and is non-transferable.

## TRANSFERABLE WARRANTY: SEALED UNITS



In the case of a building, or in the event that the single-family residence is sold or becomes occupied by someone other than the original owner(s), the warranty duration then becomes **TEN (10) years** from the product's date of delivery to the authorized distributor, **and subject to the other terms and conditions contained in this warranty certificate.** 



For a period of **ONE** (1) year from the manufacturing date of the sealed unit installed in our windows, ROBERGE offers a warranty covering spontaneous glass breakage (thermal breakage). For this one-year period **only**, ROBERGE shall assume any labour-related costs, excluding cost and installation of scaffolding. Thermal breakage of glass is characterized by a crack in the interior of the sealed unit caused by a difference in temperature (hot-cold). There must not be any point of impact on the glass.



ROBERGE warranties the sealed units purchased as components (i.e., not factory-installed in our windows) for a period of **TEN (10) years** against the build up of condensation and dust deposits between the two panes of glass arising due to seal failure (and not due to glass breakage) and resulting in substantially impaired vision or clarity (see exclusions). Spontaneous glass breakage is excluded.

When replacing a sealed unit under warranty, the integrated grills are not covered under the warranty and are at the customer's expense.

During the first **TWELVE** (12) months of this warranty, ROBERGE shall assume the cost of installation and/or allocate a lump sum for the replacement of the defective glass panel, excluding cost and installation of scaffolding (see exclusions and conditions). For the years thereafter, ROBERGE shall provide the unit as per the aforementioned table. All expenses for labour, scaffolding, transportation, repair work, installation, finishing or on-site painting are excluded.

Any sealed unit **NOT** manufactured by COVER ABITIBI shall be limited to the original manufacturer's warranty. Suppliers each have their own warranty described in their documentation. Please refer to them for more details. Also note that the warranty offered by a given supplier may vary, depending on the type of unit and/or stained glass.

# P.V.C. WINDOWS AND ALUMINUM EXTRUSIONS



White P.V.C. extrusions (polyvinyl chloride frames and sashes) are warranted against defects in materials and workmanship for a period of **TWENTY-FIVE (25) years** from the product's date of delivery to the authorized distributor.



A **TEN** (10) year warranty, from the product's date of delivery to the authorized distributor, applies to our aluminum extrusions used in the manufacture of our Hybrid windows.

ROBERGE warrants that the white P.V.C. extrusions as well as the white or painted aluminum extrusions shall be free from manufacturing defects that could lead to flaking, chipping, cracking, swelling and excessive discoloration (more than five Delta-E units). This warranty shall remain in effect only under conditions of normal use and care.

This warranty does not cover regular wear and tear, ripping or damage to the co-extruded weather-stripping that was caused by misuse or an improper installation.

This warranty is limited to the replacement of defective parts, and does not include labour costs.

Exposure to sunlight, air pollutants and normal atmospheric conditions may cause P.V.C. and aluminum surfaces to gradually and unevenly fade, chalk or collect surface dirt or stains. These common occurrences are not covered under this warranty.

This warranty shall be null and void if solvents are used to clean the P.V.C. and aluminum profile surfaces and/or if regular maintenance is not performed at least once a year, using a mild solution of liquid soap in warm water applied with a soft cloth or sponge.

#### **HARDWARE & PARTS**



ROBERGE warrants the hardware used in the manufacturing of its casement and awning windows as well as the Keynova ball bearing hinges used for the doors, for a period of **TEN (10) years,** from the product's date of delivery to the authorized distributor (see exclusions and conditions).



ROBERGE warrants the hardware used in the manufacturing of its sliders and hung windows, as well as the Capri handle (Ferco) used for the steel doors, for a period of **FIVE (5) years** from the product's date of delivery to the authorized distributor (see exclusions and conditions).



All hardware or parts of ROBERGE doors and windows, such as regular hinges, spring-loaded hinges, weather-stripping, sills, thermal barriers, bottom door sweeps, screen rollers, astragal bolts,

panic bars, cylinders, P.V.C. cladding, screens, removable grills, limit devices and any other type of hardware or part of a door or window that has not been specifically mentioned herein is guaranteed for a period of **ONE (1) year** from the product's date of delivery to the authorized distributor (see exclusions and conditions).

ROBERGE warrants that the hardware and/or parts will remain in good condition and that any defective hardware and/or parts shall be replaced by an identical or similar product.

This warranty does not cover normal wear and tear, discoloration, oxidation of metal parts, rust or any alterations to finishes.

The warranty becomes null and void if the product has been misused, poorly maintained, abused or altered. Our liability is limited to the replacement of defective products (installation costs are not included).

It is the customer's responsibility to ensure that the hardware is free of dust and dirt in order to keep it in good working order. It should be cleaned with a mild detergent, and then rinsed with water. Regular lubrication is both normal and necessary. Use a silicon-based product, (such as Jig-A-Loo) or lithium grease (do not use products with a petroleum jelly base such as WD-40 or petroleum derivatives that could affect the rubber in the weather-stripping). Using a light oil or other non-corrosive product is also acceptable.





#### STEEL DOOR PANELS



The Celcolor steel door, factory-painted white, is warranted for a period of **TWENTY (20) years** against major deformations such as sagging, swelling, warping, or perforation due to corrosion (excluding rust that may appear following a cut-out in the door panel).



The Celcolor steel door, factory-applied coloured paint, is warranted for a period of **TEN (10) years** from product's date of delivery to the authorized distributor. This warranty covers the paint on the door slab, sidelite panel and aluminum cladding of

the door frame against defects in manufacturing that could cause flaking, chipping, cracking, swelling and excessive discoloration (i.e., more than five Delta-E units), under normal use and maintenance conditions. This warranty does not apply to bottom sweeps on both door and sidelite panels.

Exposure to sunlight, air pollutants and normal atmospheric conditions may cause aluminum surfaces, door slabs and sidelite panels to gradually and unevenly fade, chalk or collect surface dirt or stains. The colour of the replacement parts could differ slightly due to gradual discoloration. These common occurrences are not covered under this warranty.

Warping equal to or less than  $\frac{1}{4}$ " or 6 mm does not constitute a defect for the purpose of this warranty. The installation of a storm door automatically voids this warranty.

The warranty against warping does not apply to doors that have been cut height-wise.

Since commercial and handicap sills are designed for specific purposes, no warranty can be offered against air or water infiltration.

Repaired, replaced or credited doors are covered under this warranty for the remainder of the original warranty period.

#### **DECORATIVE GLASS FOR STEEL DOORS**

Suppliers of decorative glass (stained glass, hybrid, silkscreen, integrated blinds) each have their own warranty described in their documentation. Please refer to them for details. Also note that the warranty offered by a given supplier may vary, depending on the type of unit and/or stained glass. Decorative glass for doors and transoms is not warranted against spontaneous thermal breakage.



ROBERGE commodity-type door glass (clear glass, glass with grills and venting) is warranted for a period of **TEN (10) years** from the product's date of delivery to the authorized distributor, spontaneous thermal breakage not included.

#### **CONDITIONS**

The ROBERGE warranty, as laid out herein, is subject to the following conditions, which constitute an integral part of the warranty:

For all our products, it is the owner's responsibility to regularly verify the joints and to keep them in good condition in order to prevent any rotting resulting from water infiltration.

For this warranty to apply, the owner(s) must perform periodic maintenance on the products, check seal joints (and reapply as necessary), lubricate hardware (moving parts) and clean the weather-stripping. ROBERGE shall not be held liable for any damages that could have been prevented through such inspections.

These warranties are **non cumulative.** The replacement of any or all defective parts, products or components by ROBERGE according to the terms of the present guarantee shall not extend the period of the original warranty. The present warranty shall remain fully in effect for the time left until the expiry of the initial limited warranty.

For some geographical areas, ROBERGE reserves the right to supply the replacement parts as specified in the present document, labour costs excluded.

ROBERGE reserves the right to modify or discontinue any of its currently-manufactured products without incurring any obligation to incorporate or add these modifications to units already manufactured and delivered. If ROBERGE decides to replace a product that falls under the present warranty, or if a particular part is no longer available, ROBERGE can substitute the part in question with one or more parts of comparable quality.

The distributor has 48 hours to report to ROBERGE any product that has been broken in transit, or that shows an apparent defect upon its delivery, including dented doors, chips or scratches, sealed units showing scratches, cracks or breakage. In the absence of notification in writing by the distributor by the end of the 48-hour period, the product shall be irrevocably deemed to have been received in good condition by the distributor, and they shall be deemed to have renounced any claim on the warranty.





#### **EXCLUSIONS**

### Notwithstanding the aforementioned, ROBERGE does not in any way quarantee the following:

A defect or breakage of a product or product component resulting from misuse, faulty maintenance, accident or theft; minor scratches or other imperfections that do not impair structural integrity; an installation that does not strictly adhere to construction standards or excessive mechanical or thermal stress.

Regular maintenance work; the replacement of normal wearing parts, such as the weather-stripping; any product damaged as a result of an act of God or other unforeseeable circumstances; glass breakage or torn screens; the appearance of frost on vinyl or aluminum components; the appearance of condensation on the glass when the relative humidity inside is too high compared to the outside temperature; fading; the oxidation of metal parts; and the deterioration of hardware finishes.

Damage resulting from exposure to harmful vapours, chemical products, excessive temperatures, oxidation, extreme climatic conditions, poor ventilation and/or excessive humidity.

Failure of sealant or wood components caused by exposure or by excessive humidity or condensation.

There is no warranty on sealed units comprising one or two Lexan glasses.

The manufacturer's warranty does not cover **any noise from the interior aluminum grills** caused by vibrations in the immediate environment or inside mobile glass units, such as operating window sashes and doors.

According to Canadian industry standards, all manufacturing defects on the glass or moulding that are invisible to the naked eye at a distance of more than one metre (three feet) will not be considered as defects under the terms of this warranty.

The phenomenon of distortion, deformation or bulging, which can occur in all glass products but particularly in heat treated glass (i.e., tempered glass) is directly caused by the reflection and refraction of light during the rapid air-cooling process. It manifests as waving, spots, stains, indistinct lines or bulges and cannot be considered as defects in the glass.

This warranty does NOT cover condensation appearing on the interior glass surface. Condensation is a direct result of excessive humidity inside the building and is not a defect of either the sealed unit or the window.

The phenomenon of condensation forming on the outside of the insulating glass unit is sometimes observed at night or in the early morning, under a clear sky with no wind. This condensation is primarily caused by heat loss to the clear sky. It is important not to consider this phenomenon as an indicator of poor product quality, when in fact it is proof of superior thermal isolation.

A product which has been repaired, modified or otherwise altered by the customer or any other individual other than ROBERGE-authorized personnel.

Labour, installation and delivery costs incurred 12 months or later after the product's delivery.

Scratches that could eventually become visible on the product's finish are not considered defects under the terms of this warranty.

Normal wear and tear of ROBERGE products or components.

ROBERGE shall not be held responsible for products purchased or installed that do not comply with applicable building codes, bylaws or directives.

#### **CLAIM PROCEDURES**

Claims made under this warranty must be reported in writing, in full detail, to the distributor or contractor who sold the ROBERGE product to the owner(s). Failure to include the original invoice with the claim will void the warranty.



Every claim must be inspected by the distributor prior to submission to ROBERGE. Each distributor must assess the nature and validity of the claim, in order to minimize claims due to improper installation or poor maintenance.

For the claim to be covered under this warranty, the distributor must complete the "Service Request" form with the following details: customer name, address and telephone number; product type, description of the problem, etc. A copy of the distributor's original invoice, as well as the consumer's original invoice, must be provided.

When the return of the defective part is required, it must be returned within **THIRTY (30) days** following the delivery of the replacement part.

Please note that fees shall be applicable in the event of an unjustified claim.



