## PROCEDURE AND CONDITIONS OF WARRANTY REMEDY

In the event that Gentek's obligation under this warranty is sought, the Owner must notify Gentek in writing within thirty (30) days after the defect has first appeared. Such notification must contain the following:

- a. the name and address of the owner;
- b. name and address of dealer/contractor;
- c. date of the purchase and date of installation of the windows;
- d. a brief description of the defect for the warranty as requested; and,
- e. the original sales order number (required).

In case of doubt about the origin of the Windows or the installation date, Gentek reserves the right to ask for a copy of the buying contract or invoice for the defective products.

Upon receipt of this information, Gentek will notify the owner of his/her share of prorated costs (where such is applicable), in accordance with the Proration Schedule. Costs of warranty shall be Gentek's actual out-of-pocket costs for repair or costs of replacement material based on Gentek's list price for such material at the time the replacement material is provided. No repair or replacement parts will be provided until Gentek has received the owner's payment for his/her share of the prorated costs.

## **INSTITUTIONAL OWNER**

Where Windows have been applied to property owned in whole or part by corporations, governmental entities or agencies, religious organizations, trust, condominium or cooperative housing arrangements, intangible legal entities or any other entity or organization capable of an infinite life, the duration of the warranty is twenty-five (25) years on materials only, non-transferable under the same terms and conditions as the warranted, prorated as outlined in the schedule below. Labour is not covered under this warranty.

PRORATION SCHEDULE FOR INSTITUTIONAL OWNERS AND TRANSFERRED HOMEOWNER WARRANTY		
Lapsed time from date of installation	Share of the repair or material replacement costs	
	Gentek	Owner
1 year	100%	0%
2 years	100%	0%
3 years	100%	0%
4 years	90%	10%
5 years	83%	17%
6 years	76%	24%
7 years	69%	31%
8 years	62%	38%
9 years	55%	45%
10 years	50%	50%
11 years	47%	53%
12 years	44%	56%
13 years	41%	59%
14 years	38%	62%
15 years	35%	65%
16 years	32%	68%
17 years	29%	71%
18 years	26%	74%
19 years	23%	77%
20 years	20%	80%
21 years	18%	82%
22 years	16%	84%
23 years	14%	86%
24 years	12%	88%
25 years	10%	90%
25+ years	0%	100%

## SUGGESTED CLEANING OF GENTEK REGENCY VINYL WINDOWS

### Glass:

Clean the glass with a mixture of mild dish soap and water. Rinse completely with clear water, then wipe dry with a soft cloth to avoid water spots. Avoid washing windows in direct sunlight. Never use petroleumbased cleaners or caustic chemicals on the glass.

### Vinyl Sashes and Masterframes:

Vacuum dirt from sill and track areas before washing. Clean vinyl with a mixture of mild dish soap and water. Mild, non-abrasive soaps are usually safest for most dirt and stain removal. Always rinse completely with clean water and wipe dry.

## Screens:

Remove from the window, then wash on a flat, clean surface with mild soap and water and a soft brush. Rinse, wipe dry and then reinstall.

For additional information, you may download AAMA's Caring for Your Windows and Doors pamphlet at www.aamanet.org.

HIGH CONCENTRATION OF CLEANERS MAY CAUSE DAMAGE TO THE WINDOW'S GLASS AND VINYL. DO NOT USE CLEANERS CONTAINING ABRASIVE PARTICLES, SOLVENT OR PAINT REMOVERS.

This cleaning information is suggested in an effort to be of assistance; however, Gentek can assume no responsibility for results obtained which are dependent on the solution chemicals as prepared and method of application.

## CONTACTING THE WARRANTY DEPARTMENT

For warranty inquiries or to start a warranty claim, please contact our warranty department in one of two ways:

#### By Mail:

Gentek Building Products Attn: Warranty Department 6320 Colonel Talbot Road London, ON N6P 1J1

## By Email:

LamService@gentek.ca



## FOR THE ORIGINAL OWNER(S)



1001 Corporate Drive • Burlington, ON L7L 5V5 gentek.ca

Make us a part of your home.

Effective Date: 1-1-08

Product Improvement Policy: Gentek Building Products is constantly improving product designs and manufacturing processes. We therefore must reserve the right to change specifications without notice. Please consult Gentek Building Products for current details.

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## **REGENCY<sup>®</sup> CUSTOM VINYL** REPLACEMENT WINDOWS



# LIFETIME LIMITED, TRANSFERABLE WARRANTY FOR THE ORIGINAL OWNER(S) REGENCY CUSTOM VINYL REPLACEMENT WINDOWS



Gentek Building Products manufactured Regency vinyl windows (the "Windows") are warranted by Gentek Building Products (hereafter referred to as "Gentek"), the manufacturer, to the owner(s) of the property to which the windows were originally applied (the "Original Owner") against defects in material and workmanship, as specified under this Limited Warranty, occurring as a direct result of the manufacturing process, for the following window parts and components during the stated time period, under normal use and service, subject to the terms and conditions contained in this Limited Warranty.

## LIFETIME LIMITED WARRANTY ON VINYL FRAMES/SASH Components to the original owner

For a period of lifetime from the date of installation, Gentek warrants that vinyl windows shall have no finishing defects such as blistering, peeling, flaking, corroding and excessive fading of the window frame or sash members. Exposure to sunlight, air pollutants and normal atmosphere conditions may cause all vinyl surfaces to gradually fade, chalk or suffer any accumulation of surface dirt or stains. These are normal occurences and are not covered under this warranty.

## LIFETIME LIMITED WARRANTY ON SEALED INSULATING GLASS TO THE ORIGINAL OWNER

Gentek warrants that sealed insulating glass units contained in the windows, under normal conditions will not, due to seal failure, develop an obvious obstruction of vision which is the result of film formation within the interior glass surface. Gentek shall provide a new sealed glass unit. Installation of the new sealed unit will be covered for the first five (5) years of this warranty. After the five (5) years the sealed unit will be shipped to the nearest Gentek Building Products location. Stress cracks in the sealed units are covered for a period of one (1) year. Labour is covered for a period of one (1) year on stress cracks.

Note that any obvious obstruction of vision, which is the result of film formation or dust collection within the interior glass surface of the unit that is caused by glass breakage, is not covered under this warranty.

## LIFETIME LIMITED WARRANTY ON ALL CASEMENT/AWNING HARDWARE (MULTI-POINT, CAM LOCK)

Gentek warrants that the casement or awning hardware shall remain in good operational condition for a period of lifetime to the original owner. Labour is covered for a period of one (1) year.

## LIFETIME LIMITED WARRANTY ON BALANCES

Gentek warrants that the single hung and double hung constant force balances shall remain in good operational condition for a period of lifetime to the original owner. Labour is covered for a period of one (1) year.

## **10 YEAR LIMITED WARRANTY**

For a period of ten (10) years from the date of installation, Gentek warrants that the interior wood laminate will not delaminate and the exterior painted finish on the frames/sash components will not bubble, crack or peel. Subject to all conditions as follows.

## **5 YEAR LIMITED WARRANTY ON HARDWARE**

For a period of five (5) years from the date of installation, Gentek warrants the hardware associated with the Windows shall remain in good operational condition, under normal use and service. For a period of five (5) years from date of installation, Gentek warrants that the screen frame will not peel, flake or blister. Screen mesh is covered for 90 days against tearing. Labour is covered for a period of one (1) year on hardware and screen frames.

## CONDITIONS

The Gentek warranty is strictly subject to the conditions stipulated hereafter which form an integral part thereof:

- 1. The Gentek warranty applies to products used exclusively for their intended purpose and under normal use and service.
- Condensation on windows may occur as the natural result of humidity within the house or building area and changes in interior/exterior temperatures, and does not indicate a defect in the window. This warranty does not cover condensation nor frost or freezing from condensation on the windows.
- 3. The Gentek warranty does not apply when a defect or a breakage to a product component results from abuse, faulty maintenance, faulty installation, or installation not in strict conformity with Gentek's instructions, or from excessive thermal or physical stress.
- 4. The Gentek warranty does not extend or apply to:
- a. normal maintenance;
- b. replacement of normal wearing products;
- c. any product damages as a result of accident, fire, flood, or any other Act of God or unforeseeable circumstance;
- d. colour changes; and,
- e. damages caused by harmful solvents used to clean the windows or if the windows are painted or coated in any way other than by the factory.
- 5. The Gentek warranty does not apply to windows or products which anyone other than Gentek or a duly authorized Gentek representative has repaired or altered, or attempted to repair or alter.
- 6. The only obligation assumed by Gentek under this warranty, and the only protection it provides, is the payment of its share of the costs, based on the Proration Schedule outlined to repair or replace, at Gentek's sole option, any product or product component covered by this warranty and judged defective by Gentek. Such defective product will be repaired or replaced by Gentek, exclusive of labour costs to remove or reinstall the products and exclusive of transportation or shipping costs incurred in the execution of the warranty.
- 7. Gentek reserves the right to discontinue or change any window as currently manufactured. If Gentek determines to make a replacement under the terms of this warranty and an exact replacement part is not available, Gentek reserves the right to substitute a part or parts of equal quality at its sole option.

- 8. Where a particular warranty is transferable, as indicated on the Transfer/ Proration Schedule herein, it shall be transferable within the first ten (10) years and will then follow the prorated schedule as indicated. For example, if transferred in year seven (7), the prorated schedule will take effect starting at year seven (7) of the prorated schedule.
- 9. Gentek shall not be liable to you for any damages of any kind resulting, directly or indirectly, from the purchase, use or misuse of, or the inability to use the Windows, or from the breach of this express warranty, including without limitation incidental, special or consequential damages, and loss of profits or benefits, or for the damages arising from any tort (including negligence or gross negligence) or fault committed by Gentek, its agents or employees, or for refinishing or replacement at Gentek's sole option, only on the terms stated in this warranty.
- 10. Gentek is giving you an express warranty. Except as set forth in this warranty, you take the windows "as is," and Gentek makes no warranty or representation and there are no conditions, express or implied, statutory or otherwise, of any kind whatsoever with respect to the Windows, including but not limited to the merchantability of the Windows; their fitness for any particular purpose or use; the design, condition or quality of the Windows; the workmanship or performance of the Windows; or the compliance of the Windows with the requirements of any law, rule, specification or contract pertaining thereto. Gentek cannot and shall not be liable to you for breach of any other written or oral express warranties, such as those, if any, given to you by dealers, contractors, applicators, or distributors. Any implied warranties and condition imposed by law, such as the implied warranties of merchantability and fitness for a particular purpose, are hereby limited in time to the duration of this express warranty.

Some jurisdictions do not allow limitations on how long implied warranties last, exclusions or limitations of incidental or consequential damages, or limitations by the manufacturers on warranties, rights and remedies prescribed by statute; thus, the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

If any portion of this warranty is held illegal or unforeseeable, the legality and enforceability of the remainder of this warranty shall remain unaffected.

The agents, employees, distributors and dealers of Gentek are not authorized to make modifications to this warranty or make additional warranties binding on Gentek.

Sales order number\_

Date of installation\_