

### **Limited Lifetime Warranty on Bonneville Solutions® Windows**

KP Building Products Ltd (“KP”) is proud to offer a limited lifetime warranty covering defects in raw materials and workmanship, which attests to the confidence it holds in the quality of its Bonneville Solutions® windows ( the “Products”). This warranty is effective for purchases of Products made on or after **March 3rd, 2014** and is applicable to the Canadian and Northeastern US markets.

KP will repair or replace (with a product of equal value), at its discretion, all defective Products reported to an authorized dealer or to KP during the period covered by the warranty. KP’S warranty on Products is fully transferable at no charge. No other warranty or promise made by anyone else (representative, retailer, distributor, contractor, installer or other) will be viewed as valid in connection with the Products by KP. This warranty applies to the Bonneville Solutions® windows.

KP reserves the right to modify this warranty at any time.

#### **WHITE VINYL - LIFETIME WARRANTY**

KP offers a warranty on vinyl frames and sashes beyond industry standards for the lifetime of these products. KP warrants these extrusions against blistering, peeling, flaking and corroding, contracting or distorting of the window frame or sash members. This warranty only applies to WHITE extrusions and profiles that have not been subjected to any transformation other than for the manufacturing of the product. This warranty does not apply to uniform fading and colour changes due to normal weather conditions.

#### **PAINTED PROFILES AND ALUMINUM EXTRUSIONS – 15 YEAR WARRANTY**

KP warrants for a period of fifteen (15) years all painted PVC, all aluminum profiles, and aluminum cladding against peeling, flaking, cracking, or unequal discoloration not caused by exposure to sunlight heat, noxious or abrasive materials. This warranty does not apply to uniform fading and colour changes due to normal weather conditions. The environment within one (1) mile (1.6 km) of a sea coast can be extremely corrosive.

Even with the appropriate maintenance, products installed in this environment will typically deteriorate more rapidly than products installed in a less severe environment; some corrosion and/or deterioration is considered “normal wear” in this environment.

#### **WINDOW HARDWARE - LIFETIME WARRANTY**

KP warrants that the window hardware shall remain in good operating condition and that it will supply replacement hardware, assuming availability from the original hardware manufacturer, for the lifetime of the product. Where the hardware is no longer available, KP will make commercially reasonable efforts to obtain a substitute.

This warranty is subject to the conditions stipulated in the section “Full two (2) year warranty on labour”. KP reserves the right to request the return of the hardware to authorize the warranted replacement.

Any hardware deemed defective should be returned to KP prior to the expiration period of the warranty for complete inspection. This warranty does not cover normal wear, discolouration of finish, oxidation of metal parts, rust or any product having been improperly installed or used, exposed to salt air or abnormally high levels of humidity.

This warranty is subject to the conditions stipulated in the section “Full two (2) year warranty on labour”.

## Limited Lifetime Warranty on Bonneville Solutions® Windows (cont'd)

### WINDOW GLASS - LIFETIME WARRANTY

KP warrants that, for the lifetime of the window from the date of installation, under normal conditions, the glass will not develop any material obstruction of vision which is the result of film formation or dust collection between the interior glass surfaces.

In the event a glass failure occurs as a result of a defect in manufacturing, materials or workmanship, KP will provide a replacement glass product for the life of the product.

### WINDOW GLASS BREAKAGE - LIFETIME WARRANTY

KP warrants that, for the life of the product, it shall provide new glass units should the glass be damaged or broken for any reason except acts of God and war. The warranty covers materials only and does not include installation costs.

This warranty does not apply to patio doors or Series 2000 windows.

### LABOUR - FULL 2 YEAR WARRANTY

KP will cover, during the first two (2) years of the initial warranty, in addition to the costs of materials and replacement components, labour costs strictly related to the repair of defective products where, as determined solely by KP, specialized labour is required.

Any labour costs related to access the defective product or component still covered by the warranty are strictly excluded. The customer and/or distributor must confirm to KP that safe and acceptable access to the defective product is in place prior to KP'S representative performing any service.

During the two (2) year warranty period covering labour, KP reserves the right to bill parts and labour costs to the distributor (or the customer) having initiated the service call should KP determine that the problem is not covered by the warranty or if the warranty conditions have not been fulfilled.

Following the two (2) year warranty period on labour, KP will, at its discretion and following inspection of returned materials, repair, replace, or reimburse any defective parts still covered by one of the warranties. KP will supply components only to the nearest local distributor; replaced components will be covered by the remaining period of the initial warranty. If, however, KP elects to issue a reimbursement, it will be limited to the initial price of the part. If KP elects to replace a part, it will be with a similar product. In no case, during or after the two (2) year warranty on labour, will KP be held responsible for the cost of assembling and/or disassembling scaffolding or any other costs related to access the defective product or directly or indirectly resulting from the removal and reinstallation of a product or a part.

### OTHER WARRANTY

KP warrants for a period of two (2) years all Bonneville Solutions® products, components, or options not specifically described herein against all manufacturing defects.

### CONDITIONS

KP must be informed in writing of any apparent anomaly in its product within 48 hours of the product being delivered to the customer, and this, prior to installation. Following reception of the information, KP will proceed, at its discretion, to either return the defective product to be repaired in the plant, to repair the defective product on site, or replace the defective product.

### Limited Lifetime Warranty on Bonneville Solutions® Windows (cont'd)

- The product warranty is limited to 10 years, subject to the exclusions below, if Bonneville Solutions® windows are:
  - Installed in buildings operated as multi-family dwellings
  - Used for commercial purposes
  - Used in rental properties, schools, churches, apartment complexes, government-owned structures, or office buildings
- The warranty period is effective from the date of product delivery to the customer.
- It is the sole responsibility of the architect, building contractor, distributor, dealer, or homeowner (collectively or individually, the "Purchaser") to select Bonneville Solutions® products that comply with applicable building codes or ordinances. It is also the sole responsibility of the Purchaser to ensure the selected Bonneville Solutions® product is suitable for the installation in terms of type and performance level.
- The present warranty is void should the product not be installed according to standards. We invite you to consult and follow the installation instructions supplied with the product.
- The present warranty is complete and no other is valid, whether formulated or implied, and replaces expressly any other warranty or condition otherwise provided for by law.
- KP reserves the right to discontinue or alter any Bonneville Solutions® product currently manufactured without incurring any obligation to incorporate said alterations in units already manufactured.
- Any claim covered by this warranty should be addressed in writing to the contractor or distributor, including the original invoice, or directly to KP.
- Annually, a visual inspection must be conducted in order to detect any flaws or damages in products. Regular maintenance, lubrication of hardware, and maintenance of joint sealant must be performed. KP cannot be held responsible for any damages which could have been avoided by such an inspection.

### EXCLUSIONS

KP excludes the following from coverage under this warranty:

#### GENERAL EXCLUSIONS

- Normal wear and tear of Bonneville Solutions® products and components;
- Water or air leakage or other damage or malfunction due to improper or defective installation or improper use;
- Products having been repaired or modified or having been attempted to be repaired or modified by anyone other than an authorized KP representative;
- The defect or damage of any product or of its components which is related to abusive use, a lack of normal maintenance, an accident, a break-in, minor scratches or other imperfections not affecting the integrity of the structure or an installation which is not in conformity with current construction methods or excessive thermal or mechanical strains;
- Product used in an abusive manner, or that has been in contact with solvents or corrosive products, such as chemical products or sea salt, or if the product has been painted or coated with any product following its purchase contrary to the recommendations of KP in the present warranty;
- Unequal fading or discoloration that may occur if surfaces are not equally exposed to sun and elements;

### Limited Lifetime Warranty on Bonneville Solutions® Windows (cont'd)

- Damage caused by acts of God (fire, flooding, tornadoes, etc.), fortuitous cases and/or exposure to smoke, toxic vapors, chemical products as well as the oxidation of metal and/or any climatic factor such as a salt environment, excessive temperatures, extreme conditions, and/or inadequate ventilation;
  - Any product sold, transported, or exported outside of Canada, or the Northeastern United States, or outside of the territories served by KP and installed more than 50 kilometers from a Bonneville Solutions® distributor is not covered by the two (2) year warranty on labour, except if a written agreement with KP has been made beforehand. In the absence of a specific agreement on travel and transportation fees, no labour service will be offered and only parts will be supplied to the distributor having sold the products under the conditions of the present warranty;
- The cost of assembling and/or disassembling scaffolding and all other fees or costs necessary or required to access a defective products, its removal and reinstallation, as well as any finishing work, repainting, brick work or masonry, etc.;
- Warping in windows equal or inferior to a quarter of an inch (1/4") or six (6) millimeters;
  - Any damage to merchandise transported by a third party other than KP or to any other property or person;
  - Condensation or frost which may occur as a natural result of humidity within the house or building area. Please refer to [oee.nrcan.gc.ca](http://oee.nrcan.gc.ca) for condensation prevention tips;
  - The distortion, deformation or bulging phenomenon which can occur in all glass products but particularly in heat treated glass (e.g.: tempered) and is directly caused by reflection and refraction of light during the rapid air cooling process. It comes in the form of waving, spots, stains, indistinct lines or bulges and cannot be considered as a defect in the glass;
  - Scratches on glass that are invisible to the naked eye at 1 (one) meter or more from the effected glass unit;
  - Application of coatings or films after installation will void the warranty;
  - KP is not responsible for incidental or consequential damages, and its liability shall, in all circumstances, be limited to repair or replacement at its sole discretion;
  - Windows that exceed the minimum or maximum sizes established by KP;
  - Labour costs arising from investigation of an improper claim;
  - PVC and/or aluminum products DISTRIBUTED BUT NOT MANUFACTURED by KP are excluded from this warranty. In such a case, only the original manufacturer's warranty applies;
  - Glass on products DISTRIBUTED BUT NOT MANUFACTURED by KP are excluded from this warranty. In such a case, only the original manufacturer's warranty applies;
  - The warranty on white and painted exterior surfaces is null and void if harsh or damaging solvents are used to clean the vinyl frame or sash members; and
  - Screen mesh which has been ripped, punctured, scratched, or pierced is not covered.