

# GUARANTEE CERTIFICATE

## PROTECTION AND TERMS

FABELTA GUARANTEES TO THE PURCHASER OF THE INITIAL USER, UNDER THE FOLLOWING STIPULATED CONDITIONS, THAT THE PRODUCTS SOLD ARE EXEMPT OF ALL MANUFACTURING DEFECTS OWING TO MATERIALS OR LABOUR. THIS GUARANTEE IS NOT TRANSFERABLE.

### WINDOW MATERIAL

FABELTA guarantees against breakage under conditional normal use, for a period of **twenty (20) years**, all window extrusions, frames and shutters, made entirely of aluminum or it's hybrid pvc extrusions.

### WINDOW HARDWARE

FABELTA guarantees its window hardware for a period of **five (5) years**.

### DURACRON PAINT

FABELTA guarantees Duracron paint against chipping and cracking for a period of **five (5) years** from the date of installation starting at a color change or more than (8) units E, when calculated according to the procedures standard D-2244-85 of ASTM comparing to an unexposed sample which dirt and crayage were removed for a period of (3) years from the installation of the metal substrate coated with the product, or (4) years after the product is applied to the metal substrate, according to the first two contingencies.

### DURANAR PAINT (INSTITUTIONAL)

FABELTA guarantees Duranar paint against chipping and cracking for a period of **twenty (20) years** from the date of installation of the metal substrate coated with the product for a crayage exceeding the numerical rating of eight (8), measured according to the standard procedures D4214-89 ASTM (D-659 method); discoloration or color change of more than (5) units E, when calculated according to the procedures of the standard D-2244-85 of ASTM comparing a sample not exposed to the presentation which dirt and crayage was removed this compared panel to panel.

### ANODIZED FINISH

FABELTA guarantees the anodized finish from the date of delivery. Anodizing is a surface treatment which converts the aluminum surface layer of aluminum to oxide aluminum, this gives the aluminum a property of conferring protection against corrosion.

- **Five (5) years** class 1 anodizing (10 microns)
- **Ten (10) years** class 2 anodizing (18 microns)

Guaranteed against cracks, chips, blisters and chalking. The finish will not change color beyond five (5) Delta-E Hunter units, as determined by ASTM D-2244.

### CROSS BARS

All cross bars surface FABELTA window are guaranteed for a period of **two (2) years**.

### SEALED GLASS UNITS

Sealed glass units are guaranteed by the manufacturer of these units for a period of **ten (10) years** against the formation of condensation or deposit of dust on the interior surfaces, resulting from the lack of water tightness. Labour costs for replacement are under guarantee for a period of one (1) year. After this period, all labour cost for the sealed glass unit replacement will be charged to the purchaser at current service call fees. The inside and/or outside partial condensation can be generated by a higher humidity level and not due to a sealed glass unit defect.

### THERMAL BREAK

FABELTA guarantees sealed glass units from thermal breaks for a period of **one (1) year**. The thermal break is characterized by a crack on the interior part of the glass, without having any point of impact with the pane. The labour necessary for the replacement of a unit, in the case of a thermal break, will be charged to the purchaser at current service call fees.

### PURE DOORS / STEEL DOORS

FABELTA doors, used for residential and not for a commercial purposes, are guaranteed **ten (10) years** from their manufacturing date and at of manufacture indicated on the door against all defects in materials.

The steel door are guaranteed against major distortions such as collapse, swelling, warping or against the perforations due to corrosion. Steel door coatings are guaranteed against all or blisters burst occurring in free weather saline mist, smoke, toxic gases or other corrosive material. No back door must have been installed outside.

### DOOR COMPONENTS

All other components, other than the door panel, are guaranteed for **one (1) year** by their manufacturer against manufacturing defects, and at the date of delivery. The use of the door must have been made under normal conditions and without excessive moisture.

### WHITE PAINT DOOR FINISH

FABELTA guarantees its steel doors white paint against most discoloration and chalking in decreasing for a period of **ten (10) years**, based on the residual value of ten percent (10%) per year.

### COLORS PAINT DOOR FINISH

FABELTA guarantees its steel doors colored paint against most discoloration and chalking for a period of **five (5) years**, based on the residual value of twenty (20%) per year. It is recognized and accepted as fading or color change may not be uniform if the surfaces are exposed equally to the sun and other elements.

### INSTALLATION

FABELTA guarantees insulation, interior and exterior finish for a period of **five (5) years**, however excluding exterior caulking joints. Adjustments and exterior caulking joints are they guaranteed for a period of one (1) year. All these points of installations are under guarantee as long as they were done by FABELTA, only if the problems are due specifically because of a default in the installation.

### LABOUR

Unless otherwise specifically provided in this warranty certificate, FABELTA will assume the cost of labor for any warranty repair for a period of **one (1) year**. However, the conventional guarantee of labor and the obligations that may arise from article 2120 of the Civil Code of Québec will not be applicable for the following cases:

- a) As specified herein with respect to thermal barrier;
- b) Where accessibility to the product concerned is not possible or safe from the inside or the accessibility is not substantially similar to the original conditions;

In addition, during the warranty period, all costs associated with the use of scaffolds, lifting equipment, additional labor (more than two workers), protective work, modification of access for to intervene in a safe manner or any other costs thus incurred will be the sole responsibility of the customer.

Beyond the warranty period, the labor required to replace or repair any product will be charged to the purchaser by FABELTA at the current rate of a service call.

\*For all projects farther than 250km, mileage charges will be 1.50\$/ kilometer

1. 6 feet clearance in front of sealed unit minimum
2. Clear interior path, allowing the sealed unit to be transported upon opening.
3. Sealed units located at height or in an empty space (stairwell) shall provide a minimum clearance of 6 x 8 feet for scaffolding.

# GUARANTEE CERTIFICATE

## CONDITIONS

THE GUARANTEE PROVIDED IN THE PRESENT CERTIFICATE ARE STRICTLY SUBJECT TO THE FOLLOWING CONDITIONS :

1. Terms of the guarantee mentioned in the paragraphs of the previous section will begin at the date marked on the sealed glass spacer or at the date marked on the door or the window. In absence of a date, the guarantee will be effective at delivery of the product from our factory.
2. Once the guarantee period on the labour is over, Fabelta or the manufacturer will only supply the materials or the replacement components and thereafter, the labour and transportation costs and all repair, installation and finishing work on the site will be excluded.
3. All repairs or modifications executed by someone other than Fabelta technicians or the manufacturers authorized person will cause the guarantee to be void.
4. Repairs under guarantee will be done with similar or equivalent parts or products and will be guaranteed for the remaining initial guarantee period.
5. The present guarantee will be void if, in the case of the SUMMUM windows, with the interior covered with wood, a regular maintenance is not done or if a paint or dye finishing coat is not applied within thirty (30) days after the delivery date, to protect from water and humidity.
6. The present guarantee will be void, in the event of the installation being executed without following the standard procedures and in the event that the weather strips or the hardware have been painted, varnished or coated with a substance that could harm the proper functioning of the product.
7. Fabelta reserves the right to modify the design of their products, to improve them at any time, without having to modify or improve the units that are already built or delivered.
8. The present guarantee is complete expressly replaces all guarantees or conditions otherwise provided by the law.
9. The guarantee will be void if there is application of any solvent on Fabelta's products.
10. Exposure to the sun and normal atmospheric pollutants can gradually change the colour of all vinyl or aluminum surfaces: cause efflorescence, stains or the accumulation of dirt. These are normal phenomena and they are not covered by Fabelta's guarantee.
11. The present guarantee does not cover the damage to products sold by Fabelta, that could result from the subsidence or defect of the building structure where the products are installed.
12. The present guarantee does not cover damages caused by wind, hail, lightning or any other act of God, intentional act, accident, negligence or the exposition to pollutant products or harmful chemicals.
13. The present guarantee does not apply to interior removable grids, to all broken glass, bottom sweeps or torn screens for any possible reason.
14. All claims will have to be addressed to the contractor and/or the distributors and/or Fabelta's representatives.
15. The written notice will have to include your name and address, your phone numbers at home and at work, the product installation date and a brief description of the defect.
16. A visual and mechanical inspection of the product must be done before installation. Any defect detected by the consumer at delivery must be reported to Fabelta before installation.
17. The guarantee does not apply if the product has not been paid in full.
18. Within a reasonable delay, Fabelta will do the repairs under the guarantee conditions.
19. The present guarantee does not apply to products sold by Fabelta "as is" or without guarantee.
20. Are excluded from guarantee all defects or breakage of a product sold by Fabelta or one of its components that are attributable to an abusive use, to the absence or lack of normal maintenance, to an installation not in accordance to the rules of the trade or to excessive thermal or mechanic strain.
21. Fabelta's liability will be limited to the cost of the replacement of the product or one of its components and to the labour, where applicable, Fabelta denying all responsibility for loss of profits, income or of all other direct or indirect damages owing to a defect in one of Fabelta's products.
22. Fabelta's guarantee does not apply to usual maintenance work, not does it apply to the replacement of current maintenance parts, to the formation of frost on the aluminum or vinyl components, to condensation on the glass, to the discoloration, to the oxidation or corrosion of metallic parts or to the deterioration of the lock's finish.
23. Any warping of less than 1/4" (6mm) in a door or window does not constitute a defect under the present guarantee.
24. Fabelta's guarantee does not apply to normal colour or texture variation of the wood.
25. The pieces of wood replaced during a repair covered by the guarantee shall be left in their natural state, the customer having the responsibility of doing the painting or varnishing work.
26. Damages caused by a excessive exposure to humidity or condensation are not covered by the present guarantee.
27. Deformations of PVC components due to the application of paint on their surfaces are not covered by the present guarantee.
28. If the product has been purchased from one of our distributors, the guarantee concerning labor fees does not apply. All service requests must be made to the distributor from whom the products was bought and it is their guarantee that applies.
29. Products repaired, replaced or credited will be guaranteed for the period to run on the original guarantee.
30. The purchaser must notify the seller in writing in a time of 15 days from the date on which the defect was found for the first time. The seller must have the opportunity to determined if the defects are covered by the guarantee. The product is subject to inspection by the seller.
31. The glass should never be scratched or cleaned with a razor blade, an exacto knife or all other blade or knife. If this is the case, there is a high risk of damage and scratch windows.