Clear Choice Windows Ltd.

Warranty as of February 01st, 2021

General Provisions

The Warranty is a limited warranty whereby Clear Choice Windows Ltd. ("Clear Choice") warrants to you as the original purchaser("You"), that its products expressly identified below will be free from the specified defects in materials and workmanship for the specific time periods identified for each of the products subject to the terms, conditions, exclusions, limitations and disclaimers contained herein.

Products

Labour: Skilled labour required to replace or repair any defective product is covered by the Warranty for three (3) years for the Multi Family and Projects and (5) years for single family homes following the date of manufacture.

Hardware: Window and sliding glass door hardware, including operating hardware, cranks, handles and locking mechanisms are warranted for ten (10) years from the date of manufacture of under normal circumstances and use. The warranty is limited to the replacement value of the defective hardware.

Vinyl components: Clear Choice provides a limited warranty that its white window and white sliding glass door vinyl components will not chip, peel, blister, warp or corrode under normal circumstances and use for a period of twenty five (25) years from the date of manufacture of the specific window or sliding glass door vinyl component.

Insulated Glass Sealed Units: Clear Choice warrants that the air seal of its insulated glass sealed units will not fail under normal circumstances and use for a period of ten (10) years from the date of manufacture of the specific insulated glass sealed unit. Clear Choice provides a limited warranty that its insulated glass sealed units will not suffer from spontaneous glass breakage (when cracking appears without any sign of impact) for 1 year.

Custom Coloured Windows: Clear Choice warrants that its custom coloured windows and sliding glass doors will not chip, peel, blister, warp or corrode under normal circumstances and use for a period of ten (10) years from the date of manufacture. Painted windows will be covered for a period of 10 years by the Paint supplier (Prolux Paint) under there warranty.

Exclusions and Limitations

Products that have not been installed in accordance with recommended procedures and good trade practices;

Products that have been damaged by other tradesmen or workers;

Products that have been damaged as a result of structural movement or settling, or product cleaning;

Products that have been removed from the original installation location;

Products used outside Canada.

10 YEARS full coverage on insulated units manufactured by Clear Choice starting from the date delivered. Should an insulated unit develop any material visual obstruction between the interior glass surfaces during the warranty period, Clear Choice will deliver a comparable replacement without charge to the shipping point nearest the installation. This warranty does not include replacement labour costs and does not apply to:

Units used outside Canada;

Units that do not have four 90-degree corners;

Units that are broken;

Units used in ships, vehicles, commercial refrigeration or in close proximity to swimming pools;

Units that have not been handled and installed in accordance with recommended procedures and good trade practice;

Units that have been subjected to stress caused by structural movement or settling;

Units that have been subjected to stress caused by local application of heat;

Units that have been installed in such a manner that inadequate allowance has been made for expansion and contraction of the unit and its supporting structure;

Units to which a liquid set film or a plastic film has been applied;

Units that have been removed from the original installed location;

Units that have been manufactured with the customer's stained glass or filaments in the interior of the sealed unit.

Acts of God

This limited warranty does not apply to breakage of any kind, including cracks, shattering or breaks unless the product was delivered broken or damaged. All shipping damage must be reported within seventy-two (72) hours or 3 working days of receipt.

Window blinds (i.e. Venetian blinds, heavy drapes, block out blinds) installed less than 2" (5cm) from the glass may cause failure or cracks and may nullify the warranty.

Clear Choice's liability is limited to the replacement of the unit under the conditions outlined in this warranty. Clear Choice reserves the right to determine what is material visual obstruction of the insulated double glazed sealed unit and whether such obstruction is a result of seal failure.

Any product replaced pursuant to the above warranties becomes the property of Clear Choice.

Claim Procedure

In order to make a Claim under this Warranty You must:

As soon as possible upon discovery of the defect, contact Clear Choice at the following address:

Clear Choice Windows Ltd.
102 46172 Fifth Ave
Chilliwack BC V2P1M9
Tel: 604-859-9444 or sales@clearchoicewindows.ca
You must provide the following information:

Product description;
Detailed description of the product defect(s);
Your full name, address and phone number;
Date of installation and installer's name.

Upon receipt of the claim Clear Choice will review the Claim and contact You within a reasonable time.

Clear Choice has the right to investigate the reason for the product failure as claimed, including the right to attend on site to review the alleged defective product. If it is determined by Clear Choice that the product was damaged as a result of unusual circumstances or use, negligence, misuse or wilful misconduct by any party that is not Clear Choice, or is excluded from Warranty as provided for herein, there is no Warranty available to You.

Remedies

Where a product is covered by the Warranty and has been properly reported and provided for herein, the remedies are limited to the following, which may be chosen at the sole discretion of Clear Choice:

repair the original product at no cost to You;

replace the product with an identical or similar product at no cost to You. Clear Choice will be at liberty to choose the product and color match available to them that is the closest to the product being

replaced. You, however, will be responsible for the cost and arrangement of installation of the replacement product including labour or other similar activities.

If a product is discontinued or there has been a change in its original appearance due to age, use, natural weathering or any similar type occurrence, Clear Choice will be at liberty to choose the product and color match available to them that is the closest to the product being replaced from the products produced by Clear Choice at the time of the Warranty Claim. Products and colors may vary from the original.

Clear Choice is not responsible for painting or any other refinishing work required after the remedial work is completed.

Other Terms

You agree that any Clear Choice product that is replaced in accordance with the provisions of the Warranty shall become the property of Clear Choice. You acknowledge that the replacement of any Clear Choice product is good and valuable consideration for the same.

The Warranty contains the only warranties by Clear Choice to You and no other warranty or condition, statutory or otherwise shall be implied.

No distributor, salesperson, dealer, retailer or other representative of Clear Choice has the authority to alter or change the Warranty, whether orally or in writing, and any purported alterations or changes shall be of no force and effect.

The invalidity or unenforceability of any provision of the Warranty shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

You may transfer this Warranty to another individual or legal entity; however, no such transfer shall expand or modify Clear Choice's obligations herein.