



Since 1977, Thermoproof windows have been manufactured for Island living, using quality materials and craftsmanship. We are committed to stand behind our products with a comprehensive warranty, and as a consumer-purchaser, we will respond to proper notice from you regarding any product concerns according to the terms set forth herein.

PERIOD

For Owner-Occupied Single-Family Homes the warranty period is for as long as the original purchaser of the Thermoproof Product owns and wholly occupies such home, unless a shorter period is specified under this warranty. The purchaser must register the warranty with Thermoproof within 90 days of Order Confirmation at www.thermoproof.ca

Transferability: If the original property owner/purchaser sells the property in which a Thermoproof product is installed that's covered by this warranty, Thermoproof will transfer the coverage provided by this warranty to the subsequent property owner/purchasers for a maximum of twenty (20) years from date of delivery unless a shorter period is specified under this warranty. The original homeowner must transfer the warranty with Thermoproof, at www.thermoproof.ca, within 90 days of title transfer.

For Commercial/Multi-Units: The Warranty Period for Vinyl Windows installed in commercial or multi-unit installations (installations other than Owner-Occupied Single-Family Homes), is a maximum of ten (10) years from the Warranty Start Date. The purchaser must register this warranty with Thermoproof, at www.thermoproof.ca, within 90 days of delivery of the product.

COVERAGE

If a Thermoproof window shows evidence of any of the following defects in material or workmanship, upon notice from you as required herein, Thermoproof will, at our option, repair, replace or refund the original purchase price of the part, component or product per the terms set forth herein provided such defect is directly caused by a defect in the product as manufactured by Thermoproof and has resulted in a significant impairment in operation and usage as determined by Thermoproof. Any replacement part, component or product supplied outside the Skilled Labour time period will be made available for pickup at the original point of purchase.

A. Extrusions

Peeling, cracking, flaking or blistering of vinyl window extrusions are warranted under normal usage and proper care.

B. Insulated Glass Unit (IGU)

Should an IGU fail, evidenced by moisture within the IGU caused by failure of the hermetic seal, Thermoproof will supply a replacement unit free of charge for up to twenty (20) years.

B. Hardware

Failure of locking mechanisms, rollers, balance systems, hinges, cranks and handles under normal usage and proper care are warranted for ten (10) years from the date of delivery. Should a hardware component fail, Thermoproof will supply a replacement unit free of charge.

D. Factory Paint, Filmed uPVC & Aluminum Clad

Peeling, cracking, flaking or blistering under normal use, application and proper care are warranted for ten (10) years from the date of delivery.

E. Skilled Labour

Skilled labour to repair or replace any affected component is provided for two (2) years from the date of Order Confirmation. Skilled labour includes work in which specialized product knowledge or methods are required to complete a repair and does not include any reinstallation, repair, refinishing or refurbishment of materials or products beyond the affected Thermoproof window.

F. Installation

When installation services are purchased through Thermoproof, the installation will be warranted to not directly cause water infiltration for two (2) years from date of Order Confirmation.

Terms & Conditions

Any Thermoproof obligation is contingent upon proper installation per manufacturer's and/or Governing bodies instructions, good building practice, normal product use, maintenance and proper care by owner. Thermoproof will assume no liability for the stated warranties under, but not limited to, the following conditions:

Damage or poor product performance resulting from:

- Installation or any defects attributable to installation, including but not limited to, improper management or drainage of moisture, installation in non-vertical, upside down, on the side, or out-of-square positions.
- Installation into a condition that exceeds product design standards, certified performance specifications and/or does not comply with applicable building codes.
- Settlement of the building structure or structural defect of the building.
- Alterations, modifications or unauthorized repair to the product, such as customer applied tints, paint finishes or security systems.
- Acts of nature and perils such as fire, heat domes, atmospheric rivers, flood, earthquake, storms, and any other causes beyond Thermoproof's control

Exterior and/or interior condensation or frost. Condensation or frost may occur as the natural result of humidity or changes in interior versus exterior temperatures and is not a defect covered by this warranty.

Product or component performance decline caused by normal wear and tear, aging, natural processes and normal deterioration, including, but not limited to, corrosion of products installed near salt water, normal wear and tear of weather-stripping, natural weathering of surfaces or variations in the colour or texture of finish, naturally occurring changes to hardware finishes and inert gas dissipation.

Conditions caused by but not limited to misuse or abuse (including contact with corrosive or abrasive products), neglect, accident, damage, mishandling, vandalism, lack of or improper maintenance, improper care, improper or harmful cleaning, pressure washing, stresses from localized application of heat, chemicals or airborne pollutants, brick wash and unapproved sealants.

Finish failure or corrosion of finishes or components (such as aluminum cladding) caused by chemicals or environmental conditions such as salt or acid rain.

High moisture environments including, but not limited to, pools, hot tubs or greenhouses.

Thermoproof makes no warranty and will have no responsibility with respect to: visual imperfections allowable under ASTM International standards; an insulated glass unit (IGU) with any post-manufactured film or coating applied; deflection in glass surface due to temperature or barometric pressure; glass breakage, including spontaneous and/or mysterious breakage; the level or retention of gas in a particular gas-filled IGU.

Replacement products/components may vary in comparison to the original products/components and Thermoproof shall not be responsible or liable as a result of such variance

Non-factory repainting and/or refinishing of products or components.

Selection and purchase of Thermoproof products to conform to applicable building codes and local ordinances is the sole responsibility of the architect, building contractor or homeowner. Thermoproof assumes no responsibility for compliance of your selection or purchase.

This warranty does not apply to products not manufactured by Thermoproof. Warranties for products sourced from outside manufacturers will be limited to that manufacturer's original warranty or guarantee. These products include, but are not limited to, doors, door hardware, and skylights.

When Thermoproof has not been fully paid for the products supplied; when claims are made beyond the expiration date of any of the specified warranty periods; or when credit accounts are not in good standing.

Thermoproof reserves the right to discontinue or make changes to any products, including color changes. In the event products covered by these warranties are not available, Thermoproof reserves the right to substitute a product or component that, in Thermoproof sole discretion, is of substantially equal quality or price and shall not be liable as a result of any difference.

For the skilled labour warranty period the property owner is responsible for providing safe, unobstructed access to the product, including any necessary equipment required, such as lifts or scaffolding, for products installed in elevated and/or hard-to-reach locations. Thermoproof reserves the right to postpone service until such access is made available. Thermoproof reserves the right to apply charges when: more than one service technician is required to safely complete the service; more than two site visits are required; products are installed in remote areas and areas outside our branch's normal territory. Contact your closest Thermoproof branch to determine how your home/territory is covered.

Thermoproof reserves the right to change, without notice, the provisions of its warranties for any or all of its products. No dealer, distributor, retailer, contractor, salesperson or other representative of Thermoproof products is authorized to change or add to this warranty. Owner agrees that no action or inaction of Thermoproof shall constitute a waiver.

Important owner information:

Exclusive remedy: this warranty is the exclusive owner remedy. It shall operate in lieu of all other remedies, warranties or claims irrespective of source and Thermoproof's negligence. Limitation of remedies: in no event shall Thermoproof be liable for any loss of use, lost profit, diminution in value and incidental, consequential, special, indirect, exemplary or punitive damage of any kind. Under no circumstance shall Thermoproof be liable for an amount exceeding the purchase price of the affected part, component or product.

Additional disclaimer: this is the sole warranty for Thermoproof window and products. All other warranties, express or implied, including warranties of merchantability and fitness for purpose, are disclaimed and excluded. Course of dealings, custom and usage, statements, labels, advertising and product representations of any kind shall not expand the scope of this warranty. Where these limitations are prohibited or otherwise altered by mandatory legal provisions, the warranty shall remain effective to the extent required by such law. Owner agrees that any obligation of Thermoproof with respect to its products is contingent upon notice as defined herein and Thermoproof opportunity to respond.

Product ratings: Thermoproof products are designed and tested in accordance with required standards. These measure performance of sample products in a laboratory setting. To pursue consistency, Thermoproof manufactures its products for sale utilizing the same methods and materials as in fabrication of a product for testing. All product components and manufacturing processes involve an inherent range of tolerance. These and other factors can result in some variance among individual product performance.

How to Make a Warranty Claim:

For installation related issues, please contact your dealer, installer, or contractor. If you have a warranty claim with your Thermoproof window, you must immediately contact us directly (visit www.thermoproof.ca) and provide written notice of such warranty claim within thirty (30) days of product failure. Please have the following information available when contacting Thermoproof:

- Your name, address and daytime telephone number.
- A description and photographs of the alleged product failure for which the claim is being made
- The date the product was purchased (or possession date)
- The Thermoproof Quote, Order, or Invoice number
- The name of the dealer/contractor from whom the product was purchased/supplied

Thermoproof shall have no obligation whatsoever without proper notice and complete information from the owner and an opportunity to respond. Upon proper notice, Thermoproof shall be afforded the opportunity to inspect or take other action necessary to formulate a response. Owner agrees to pay for the costs of an inspection which reveals that no action is called for under this warranty. In no event shall Thermoproof be liable for the costs of repair or finishing for products not supplied by Thermoproof.