

# Ostaco

## WINDOWS & DOORS

### WARRANTY

Valid for Windows purchased on or after August 1, 2006

Congratulations on your recent Ostaco Windows purchase. Ostaco warrants that under normal use and conditions windows manufactured by Ostaco shall be free of manufacturing and/or material defects for the lifetime of the product, subject to the limitations and conditions detailed herein. This warranty provides coverage for manufacturing and material defects only. It does not provide coverage for damage or defects due to faulty installation or other non-manufacturing or material defects described herein.

This warranty may be transferred at no additional charge.

#### GLASS WINDOWS

Ostaco warrants that for the lifetime of the window the insulating glass units contained in the window will conform to Canadian and U.S. Federal specifications for insulating glass units fabricated from Ostaco suppliers. Ostaco warrants that under normal conditions the glass will not develop a material obstruction of vision as a result of dust or film formation on the interior glass surface caused by a sealant failure except when failure of the hermetic seal is due to a break or crack in the glass surface. Any window retrofitted with an applied tint or film to any surface of the glass will be excluded from this warranty.

In the event a glass failure occurs as a result of a defect in manufacturing, materials or workmanship, Ostaco will provide a replacement glass product (installation costs are not included) for the life of the product.

#### GLASS WINDOWS - BREAKAGE

Ostaco warrants that it will replace any broken or damaged glass units for any reason during the life of the product except that which results from acts of God and war. Acts of God include earthquakes, hail, lightning, tornadoes and floods. The warranty covers replacement materials only and does not include costs associated with installation.

#### VINYL

Ostaco warrants its vinyl frame and vinyl sash members to be of the highest quality available and to be a superior product for exterior applications. Ostaco warrants these rigid extrusions to be free of defects that might result in blistering, peeling, flaking and corroding, contracting or distorting of the window frame or sash members beyond industry standards for the lifetime of the product from the date of installation. Should any defective material be found, Ostaco will repair or replace said defective vinyl frame or vinyl sash member free of charge with the same or equivalent product during the warranty period at its discretion. This warranty is for material only and does not include costs associated with installation. The warranty on vinyl frame and vinyl sash members is valid only if accepted cleaning practices are followed periodically (see section of this Warranty entitled, "Care and Maintenance"). This warranty shall be null

and void if harsh or damaging solvents are applied to clean the vinyl frame or if the vinyl sash members are painted or coated in any way. This warranty does not apply to uniform fading or colour change due to normal weather conditions.

Painted product supplied by OSTACO is warranted for 20 years. This warranty shall not apply to PVC extrusions which have been painted, varnished, or similarly coated by anyone other than the Manufacturer or its authorized agent.

#### SCREENS

Ostaco warrants its aluminum screen frame to be free from defects such as peeling, flaking, blistering and corrosion for the life of the product. Due to its fragile nature, screen mesh is warranted against punctures and tears for 30 days from date of purchase. If such defect occurs within the warranted timeframe, Ostaco will provide replacement parts at no charge.

#### HARDWARE

Ostaco warrants that the hardware shall remain in proper operational condition and that it will replace any hardware that loses functionality, assuming availability from the original hardware manufacturer, for the lifetime of the product. Where the hardware is no longer available, Ostaco will make commercially reasonable efforts to obtain a substitute.

#### PROCEDURE AND CONDITIONS OF WARRANTY

Any inquiry or warranty claim with respect to the product must be submitted in writing to the contractor or dealer who installed or sold the product. Claims must include proof of purchase including: original purchaser's name, address, date of purchase, date of installation, and daytime and evening telephone numbers. The claim should make reference to the Certificate Order Number (on the screen frame label or inside the head of the product) and details of the claim, including a brief description of the defect and the specific Ostaco product involved. Please allow 2-4 weeks for inspection.

Those who know...  
trust Ostaco

## LIMITATIONS

This warranty applies only to products used strictly for the purpose for which they were intended. Ostaco's liability is limited solely and exclusively to repair or replacement, at the option of Ostaco, and under no circumstances will Ostaco be liable for labour costs for any purpose. Ostaco makes no warranty whatsoever with respect to accessories or parts not supplied by Ostaco.

Ostaco reserves the right to discontinue or alter any Ostaco windows currently manufactured.

In the event that Ostaco selects to make a replacement under the terms of this warranty, Ostaco reserves the right to substitute a part or parts of equal quality where exact replacement parts are not available.

## EXCLUSIONS

The following exclusions apply from coverage under this warranty:

- Water or air leakage or other damage or malfunction due to improper or defective installation
- If the window or door is damaged by improper shipping, handling, or installation which is not performed by the Manufacturer.
- Improper installation of bay or bow windows. Heads and seats lacking proper moisture barrier and insulation (treated as outside walls) are excluded from warranty coverage
- Normal occurrences of sunlight exposure, air pollutants and other normal atmosphere conditions that may cause vinyl surfaces to gradually fade, chalk or suffer an accumulation of surface dirt or stains
- Windows that have been repaired or modified or attempted to have been repaired or modified by any person other than a duly authorized representative of Ostaco
- Defects, malfunctions or failures to perform occurring due to unreasonable use, improper application or failure to carry out reasonable or necessary maintenance
- If the window or door exceeds the minimum or maximum sizes established by Ostaco.
- Damage caused by wind, hail, lightning, or other acts of God, accidents, vandalism, negligence or exposure to harsh chemicals or pollutants
- Damage or malfunction caused by improper handling or installing
- Damage to windows or window components caused by settlement or structural defects of the building in which they are installed
- Condensation on the interior (room side) glass surface of windows, which is a sign of high humidity within the house, and changes in outside/inside temperature
- Labour costs arising from investigation of an improper claim

This warranty supersedes all other warranties, express or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose. The warranty set out above is the only express warranty (whether oral or written) applicable to Ostaco products. No distributor, sales person, dealer, retailer or other representative of Ostaco has the authority to alter or change these warranties or to make any other offer of warranty either orally or in writing.

OSTACO IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND ITS LIABILITY SHALL, IN ALL CIRCUMSTANCES, BE LIMITED TO REPAIR AND REPLACEMENT AT ITS SOLE DISCRETION.

Some jurisdictions may not allow the exclusion or limitation of incidental or consequential damages or of how long an implied warranty lasts, so the above limitations and exclusions may not be applicable to you.

## CARE AND MAINTENANCE

Over time all window surfaces will collect a layer of surface dust. Normal dusting with a damp cloth will remove this accumulation of surface dust. For more thorough window cleaning, the following procedures should be followed:

**Vinyl Windows:** Wash window frames with only mild, non-abrasive soap and water. Never use abrasive or acidic cleaners as they may cause permanent damage to the frame finish. Always test cleaners in an inconspicuous area first. Wipe dry when finished.

**Weather-Stripping:** Check weather-stripping regularly to ensure your window is sealed air tight. Weather-stripping may become worn over the life of the window, and should be replaced if necessary. Loose or worn weather-stripping may result in heat loss and air filtration in windows. Replacement weather-stripping may be purchased at any window company selling replacement parts.

## WARRANTY CLAIM PROCEDURE

All claims under this warranty must be made in writing to the nearest Ostaco dealer and be accompanied by proof of purchase.

All claims or requests for service will be addressed by Ostaco, the "Manufacturer" upon receipt of an Ostaco "Request for Service" form, completed by an Authorized Ostaco Dealer.

## CONSUMER RIGHTS

The provisions of the warranty are in addition to, and do not abrogate, modify or subtract from an representations, warranties, conditions, rights and remedies given, and which cannot be disclaimed, excluded or limited hereby, under any applicable law.

To the extent that any such representation, warranty, condition, right, remedy or applicable law amends, extends, eliminates, prohibits or replaces any term or terms contained in this warranty, such term or terms shall be accordingly amended, extended, eliminated, deleted or replaced as the case may be.



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