

**Effective March 10, 2020**

C.P. LOEWEN ENTERPRISES LTD.

# CANADIAN Limited Warranty

## CUSTOM SHOP PRODUCTS

### LIMITED GLASS WARRANTY

C.P. Loewen Enterprises Ltd (Loewen) warrants standard insulating glass units manufactured by Cardinal Glass Industries with stainless steel spacers against defects in workmanship or materials for twenty (20) years from the date of original purchase except for insulated glass units over 70 ft<sup>2</sup> which are warranted for a period of five (5) years.

Standard insulating glass units manufactured by Cardinal Glass Industries with aluminum spacers are warranted against defects in workmanship or materials for ten (10) years from the date of original purchase. Any appearance of moisture or distortion on the glass inside the air space resulting from a failure of the hermetic seal will be supplied with a qualifying insulating glass unit. Non-tempered glass is warranted against stress cracks caused by manufacturing defects for ten (10) years from the original date of purchase.

Insulating glass units in high elevations (above 4000') must be manufactured with capillary tubes. Products observed (installed or transported) in high elevations without capillary tubes are not warranted.

Laminated glass incorporating Dupont's™ SentryGlas® Plus interlayer ("SGP® Laminated Glass"), is limited ten (10) years from original date of purchase against defects in material or workmanship that cause delamination of the laminated glass resulting in materially obstructed vision through the laminated glass. Laminated glass incorporating either only a polyvinyl butyral interlayer ("PVB Laminated Glass") or a PVB interlayer and a polyethylene terephthalate interlayer ("PET Laminated Glass") or an ethylene vinyl acetate interlayer ("EVA Laminated Glass"), is limited to a five (5) years from original date of purchase against defects in material or workmanship that cause delamination of the laminated glass resulting in materially obstructed vision through the laminated glass.

Insulated glass units with defective hermetic seals will be supplied with new product or components. Loewen will deliver the replacement insulating glass unit to the dealer where the product was purchased and the customer will be responsible for the arrangement and cost of replacement. The installation of all glass must meet Loewen approved specifications to remain valid for the warranty period. At its option, Loewen may elect to refund the customer's purchase price of the insulating glass unit. Product and components of current design may be substituted for the original product purchased. Color variation is not considered a defect.

The Preserve® film applied to the outdoor surface of the glass must be removed within nine (9) months from date of installation. Under normal circumstances this will help ensure easy removal with little to none of the adhesive remaining on the glass. High absorption coatings, LoE-i89™ or other exposed Low-E coatings as well as NEAT® coatings may increase adhesion of the film. In areas of high humidity, sunlight and temperatures the film must be removed from windows with the NEAT® coating within six (6) months from the date of installation. Upon rare occasion, a faintly visible line could appear when there is moisture on the glass at the location where the film overlaps. This history, or ghosting, is not considered a defect.

All other sealed units, glass, and/or glass components are supplied with the same warranties, limitations, and exclusions that Loewen receives from its supplier(s).

## WOOD COMPONENT LIMITED WARRANTY

Loewen warrants wood components on products against defects in materials or workmanship that affect product performance for a period of five (5) years from the date of original purchase. Thereafter, Loewen at its sole option, may repair or replace the defective component(s) with the same or equivalent product(s) or component(s) by delivering the replacement component(s) to the dealer where the product was purchased. The customer is responsible for the arrangement and cost of installation and/or replacement. At its option, Loewen may elect to refund the customer's purchase price of the product component(s).

## COMPONENT LIMITED WARRANTY

Loewen warrants all non-glass components including locks, hardware, hinges, and non-wood components against defects in materials or workmanship that affect product performance for a period of one (1) year from the date of original purchase. During the warranty period, Manufacturer, at its sole option, may repair or replace the defective component(s) with the same or equivalent product(s) or component(s) by delivering the replacement component(s) to the dealer where the product was purchased. The customer is responsible for the arrangement and cost of installation and/or replacement. At its option, Loewen may elect to refund the customer's purchase price of the product component(s).

Oil Rubbed finishes include an applied oil and variation in color between individual pieces of hardware is normal and should be anticipated. Repeated handling of oil rubbed bronze hardware will create the bronze or brass patina that is the distinguishing characteristic of oil-rubbed and rustic bronze finishes. Oil rubbed bronze and rustic bronze are "living finishes" with no protective coating. With time or frequent handling, the dark oiled appearance will wear away revealing the bronze or brass substrate beneath. This is considered normal and not a warranted item. The appearance of these finishes will vary depending on usage, supplier and environmental conditions such as, but not limited to, high salt concentrations. This patina process is considered normal and not a warranted item.

## ACCOYA® COMPONENT LIMITED WARRANTY

Manufacturer warrants Accoya® components on products against defects in materials or workmanship that affect product performance for a period of twenty (20) years from the date of original purchase. All other wood components are covered under Loewen's Limited Warranty for Custom Shop Products. During the warranty period, Loewen, at its sole option, may repair or replace the defective component(s) with the same or equivalent product(s) or component(s) by delivering the replacement component(s) to the dealer where the product was purchased. The customer is responsible for the arrangement and cost of installation and/or replacement. At its option, Loewen may elect to refund the customer's purchase price of the product component(s).

## FINISHES

### EXTERIOR CLADDING FINISHES

Loewen's standard aluminum finish is warranted for a period of twenty (20) years from the date of original purchase against manufacturing defects resulting in chalk (in excess of ASTM D-4214 number eight (8) rating, determined by the procedure outlines in ASTM D-4214), fade (more than five (5) Delta-E Hunter units (square root of the sum of square Delta L, Delta a, and Delta b) as determined by ASTM method D-2244 method 6.3, and loss of adhesion (peeling), per AAMA (American Architectural Manufacturer's Association's Specification 2605, except where provided below. Anodized finishes are warranted to be free from manufacturing defects for a period of ten (10) years from the date of original purchase, except where provided below. Fiberglass cladding components are warranted free from

manufacturing defects for a period of ten (10) years from the date of original purchase. Fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements, which is not considered a defect. The factory applied protective film on the exterior of some metal clad components is required to be removed within ninety (90) days from date of installation.

Products installed in coastal environments (within one (1) mile of a sea coast or other salt water source) must be cleaned thoroughly with mild detergent soap and water. This must be done every three (3) months as a minimum, and more frequently if necessary to prevent the build-up of salt or corrosive residue. Any chips or scratches must be repaired immediately and not left exposed to the elements. Aluminum clad painted products in these environments are warranted to be free from manufacturing defects that result in abnormal corrosion or deterioration of the exterior cladding or finish for a period of ten (10) years, including anodized sills used on sliding and swinging doors. The determination as to whether abnormal corrosion or deterioration in coastal environments and/or in areas of high salt concentration has occurred will be made at Loewen's sole discretion.

Coastal environments can be extremely corrosive and some finish deterioration is normal and should be expected. Areas with higher salt concentration that are within one (1) mile of a sea coast or other salt water source may have more deterioration occurring.

Except as stated above, anodized finishes are not warranted in coastal or high salt concentration environments.

Failure to comply with the regular cleaning and maintenance requirements within the specified schedule will invalidate this warranty. Thorough cleaning of all exterior window and door surfaces (including those not visible when the operating unit is closed) must be undertaken with mild soap and water and a complete fresh water rinse.

Documented proof of regularly scheduled cleaning is required. A maintenance log as well as instructions on cleaning can be found in the "Care and Maintenance of Exterior Aluminum Cladding" section found at [www.loewen.com](http://www.loewen.com).

Loewen at its sole option will supply materials for repair or equivalent product(s) or component(s) for the remaining warranty period by delivering the replacement components to the dealer where the product was purchased. The customer is responsible for the arrangement and cost of installation and/or replacement. At its option, Loewen may elect to refund the customer's purchase price of the product component(s).

## **CYPRIMUM COLLECTION**

**Refer to the Loewen Limited Warranty for warranty coverage on Cyprimum products**

## **EXTERIOR AND INTERIOR FINISH WARRANTY**

Exterior and interior factory applied finishes are covered as per the Factory Applied Finishes Limited Warranty.

## **REPLACEMENT PARTS**

Replacement parts provided by Manufacturer staff or agents are warranted for ninety (90) days or the balance of the existing warranty, whichever is greater.

## **WARRANTY LIMITATIONS**

Product and components of current design may be substituted for the original product purchased. Texture and color variation, nail holes, and fastener marks are not considered defects. Labor is not covered by warranty and will be at the expense of the customer.

Clad and non-clad panels for all doors including but not limited to Bifold, LiftSlide, and MultiSlide must be properly finished according to Loewen finishing instructions immediately upon delivery to the jobsite. These instructions can be found under the "Guidelines for Finishing your Loewen Windows and Doors" section found at [www.loewen.com](http://www.loewen.com).

Electric window operators, retractable screens, and other accessories supplied with Manufacturer products are warranted for the same warranties, limitations, and exclusions that Manufacturer receives from its supplier.

Screens are not designed to, nor will they prevent falls.

Suitability and compliance with building codes and standards (local or other), including building components, design and installation of flashing and/or sealing systems, and the use of Manufacturer's product is the responsibility of the purchaser, user, architect, contractor, installer, or other building professional.

The preparation of the rough opening for large openings such as those required by, but not limited to, Lift and Slide, MultiSlide and Bifold doors have unique requirements. Structural headers that allow for deflection no greater than 1/8" along the unsupported length once the header is fully loaded are required. Special care needs to be taken when installing any unit including transoms above such large opening units.

Manufacturer is not responsible for site measurements or the determination of structural and architectural requirements for the installation of fenestration products. Site specifications are typically the responsibility of building professionals or engineers to determine.

All warranty categories are non-prorated except as listed.

This limited warranty supersedes all previous versions and notifications, is not transferable, and applies to product purchased and installed in Canada. The warrantor is C.P. Loewen Enterprises Ltd.

## EXCLUSIONS

This limited warranty excludes coverage for damage to Manufacturer's units or non-Manufacturer components and materials as a result of the failure of components covered by the warranty.

This warranty does not cover:

- Touch-up Paint.
- Factory applied primer.  
Factory applied primer is meant to assist in the adhesion of a field applied finish top coat and is not meant to provide protection in an unfinished state over an extended period of time
- Minute paint fracturing which may occur in proper fabrication of building parts.
- Scratches, abrasions, or other damage caused by improper handling or cleaning.
- Repainting or refinishing costs after replacement of defective components.
- Costs for installation, loss of time, inconvenience, delays in construction, or late delivery.
- Normal wear or discoloration of finishes, including tarnishing; and condensation or frost on exposed surfaces of the insulating glass unit, either on the inside or on the outside of the house resulting from excessive humidity.
- Cracked, shattered or broken glass; damage due to application of films, fixtures or decorations.
- Minor glass imperfections which do not impair structural integrity or obscure normal vision, including minor scratches and curvature of the glass, are not considered defects and are excluded from coverage.
- Visual distortion in tempered, heat strengthened and or laminated glass is to be expected. This is not considered a defect. Bi-stable glass characteristics are normal in oversized tempered and heat strengthened

glass. This is not considered a defect. This can be reduced by using thicker glass and sizes that are more rectangular than square.

- Damage due to direct heat or flame.
- Damage or failure of hermetic seals from improper installation.
- Insulating glass units installed in units not manufactured by Manufacturer.
- Other manufacturer's glass or insulating glass units, unless factory installed by Manufacturer.
- Insulating glass units manufactured with Georgian Polished Wire glass installed in doors.
- Retention of Argon or other inert gas present in insulating glass at time of manufacture.
- Bending of metal components may lead to surface deformation and should be anticipated
- Damage from accident, improper handling, alteration or misuse.
- Damage occurring in transit after leaving the Manufacturer's plant or truck.
- Damage occurring in the customer's storage facility, on site prior to or during construction, through vandalism, theft, or from any other cause beyond Manufacturer's control.
- Damage to products or structures resulting from improper installation, including, but not limited to, nonstandard and/or improper installation including non-vertical, upside down, on the side, out of square and out of plumb.
- Damage to products resulting from improper storage.
- Installation in structures lacking adequate moisture drainage or moisture management including units installed without flashing and units with Exterior Insulation and Finish Systems ("EIFS") without proper drainage systems.
- Deficiencies in construction, building design and maintenance.
- Damage resulting from exposure to extreme weather, excessive humidity or excessive dryness.
- Bleed through of resin, pitch or tannins
- Damage while in an unfinished or unprotected state (may include distortion or splitting of wood components).
- Interiors must be primed, sealed, or finished within 14 days of delivery. Exteriors must be primed, sealed, or finished immediately upon delivery.
- Corrosion and related damage.
- Use of brick wash, chemical solvents or other inappropriate cleaners.
- Acts of God, nature, war, or terrorism.
- Modifications and alterations to product and/or repair or service of the product by anyone other than manufacturer.
- Any use of the product other than for which it was intended.
- The use of 1 3/8" doors for exterior purposes.
- The use of Alder wood for exterior use.
- True plank doors or plank overlays.
- Flush panel doors
- Wood screen door panels for warpage or bowing
- Products installed in or near pools, saunas, hot tubs, or other high-humidity environments
- Variations in wood color, texture, pattern and/or grain. These are natural characteristics of wood and are not considered defects.

- Doors installed with an inadequate overhang above. An adequate overhang refers to an overhang projecting a distance away from the door that is at least equal to one-half of the elevation difference between the bottom of the door and the base of the overhang structure at a minimum.
- Oversized product.
- Doors above 84" in height must have a multipoint lock installed.

Defects shall be defined by any characteristic, flaw, failure, weakness, imperfection, or error, determined by Manufacturer to be defective in material or workmanship, under normal use.

Minimal flexing of door panels or door warpage is considered a defect when the deflection exceeds 8 mm (5/16"), providing the door is manufactured with standard multi-point lock and hinge preparation. Minute fracturing of paint finishes is not considered a defect and is excluded from coverage. For doors over 84" in height, a multipoint is required and the warpage is limited to any 84" portion of the door. Warpage will be measured by placing a straight edge or a taut line on the concave face of the door and determining the maximum distance from the straight edge or line to the door face. The door must be properly hung and finished with all surfaces being sealed and cannot be the result of an improperly installed door jamb or a wall out of plumb. Multi-point locks must be activated and used at all times.

Flush track for LiftSlide and other products and flat/low profile door sills are not warranted against water or air intrusion of any sort. The Owner must make sure that these units are installed in an area that is covered and not exposed to unfavorable weather conditions. The Owner takes full responsibility for the installation and use of these products.

Loewen published performance ratings are representative of average performance and are not warranted for specific units or applications. Product performance can vary and will change over time. Examples of situations that can have an impact on performance include but are not limited to shipping and handling, installation, maintenance, exposure and normal wear and tear.

Custom Shop products are tailored to project specifications and as such, may be untested and not come with performance ratings of any kind. The warranty for Custom Shop products will vary from core Loewen products.

## WARRANTY CONDITIONS

THE LIMITED WARRANTY SET FORTH BY THE MANUFACTURER IN THIS DOCUMENT EFFECTIVE MARCH 10, 2020 IS THE ONLY EXPRESS WARRANTY APPLICABLE TO THESE PRODUCTS. NO ONE IS AUTHORIZED TO MODIFY OR EXPAND THIS LIMITED WARRANTY. THE ABSOLUTE LIMIT OF LOEWEN'S LIABILITY IS THE PURCHASE PRICE OF THE PRODUCT. THERE IS NO OTHER EXPRESS WARRANTY. ANY IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY PROVIDED HEREIN. THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY, AND LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER ANY AND ALL WARRANTIES IS EXCLUDED TO THE EXTENT PERMITTED BY LAW.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above exclusion or limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

## RECEIVING PRODUCT

Upon receipt of product, it is mandatory that an inspection immediately occurs, verifying that the products received are what was ordered. In addition, the product(s) need to be checked for potential freight damage and/or defects.

If the claimed nonconformity is for a warped component, Manufacturer may defer repairing or replacing the product for a period up to twelve (12) months from date of claim or the date when the product was installed, to permit conditioning and equalization to humidity and temperature conditions. This deferred period will not be counted against the warranty period. In obvious cases of uncorrectable warp, the product will be replaced immediately.

If a product is perceived to be defective, Manufacturer must be notified within thirty (30) days of delivery. To make a claim, contact the Manufacturer dealer where the original purchase was made and provide the order number, item number, or other information verifying the date of purchase.

If the problem is not resolved within a reasonable period of time, please contact Manufacturer directly.

## **CLAIMS PROCEDURE**

- Be sure to file claims within the warranty coverage period.
- To make a claim, contact the Loewen dealer where the original purchase was made.
- Provide information verifying date of purchase.
- If the problem is not resolved within a reasonable period of time, please contact Loewen Customer Job Site Services at [cjs@loewen.com](mailto:cjs@loewen.com), phone 1-800-563-9360 or fax 1-800-563-9361.

The manufacturer may have a representative inspect the product and remove samples for technical analysis.