

Cascadia Windows Ltd.

Limited Express Warranties & Limitations



Cascadia Windows Ltd. ("Cascadia") provides to the purchaser of its fiberglass window and door products ("products") the following limited express warranty with respect to the sale, supply and use of Cascadia products:

Fiberglass Frames: Cascadia warrants the fiberglass frame components for a period of twenty (20) years, commencing from the date of delivery of the products to the original purchaser, that its fiberglass window and door frame components have been manufactured free from defects in materials and workmanship.

Hardware: Cascadia warrants the operating hardware supplied integrally with the products for a period of ten (10) years, commencing from the date of delivery of the products to the original purchaser, that the hardware has been manufactured free from defects in materials and workmanship. Warranties in excess of 10 years that may be available from the hardware manufacturer will be provided to the purchaser to the extent that they are provided by the manufacturer.

Insulating Glass Units: The sealed insulating glass units (IGU's) contained in Cascadia products are manufactured by a third-party glazing supplier, and are installed by Cascadia within its fiberglass frames. The IGU's are covered by the manufacturer's limited warranty for a period of 10 (ten) years, commencing from the date stamp found on the spacer bar between the sheets of glass. Warranties up to 20 (twenty) years that may be available from the IGU manufacturer will be provided to the purchaser to the extent that they are provided by the manufacturer. This warranty is limited to the failure of the hermetic seal only, and warrants against the formation of water and/or dust on or within the interior surfaces of the IGU's. The remedy provided under this warranty is limited to the supply only of replacement IGU's by Cascadia, FOB Cascadia's plant, for defective IGU's. Labor costs to replace defective IGU's are not covered under this warranty. The warranty on the fiberglass frames, hardware and IGU's does not cover, and excludes without limitation, the following:

1. Damage caused by others arising from improper handling, accidents, abuse, or vandalism, or any other causes beyond Cascadia's control;
2. Glass breakage or screen tears occurring after delivery of the products;
3. Malfunction or reduced performance resulting from improper building design or product installation, or any inappropriate or lack of maintenance, or failure to maintain the products in accordance with Cascadia's suggested maintenance requirements;

4. Damage or malfunction resulting from settlement of the building containing the products;
5. Discolouration occurring after delivery and arising from accumulations of dirt or other substances having the capacity to stain the painted surface or fiberglass products;
6. Damage resulting from wind, hail, fire, lightning, or other acts of God, or exposure to caustic chemicals or pollutants.
7. Defects or damage resulting from any modification of the product without Cascadia's written approval;
8. Condensation on the surface of any window or door product that may occur as the result of excess humidity or moisture from within the interior of the building.

The remedy provided under this warranty is limited to the provision of the replacement product, or the defective portion of the product, at Cascadia's sole discretion. This Warranty is void if the Purchaser fails to comply with Cascadia's maintenance guide and maintenance requirements or if the Purchaser fails to maintain complete and accurate maintenance records confirming compliance with stated maintenance requirements.

No Implied Warranties: The foregoing limited express warranties are the only warranties applicable to window and door products sold and supplied by Cascadia, and the products are provided to the exclusion of any other warranties. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THOSE RELATING TO MERCHANTABILITY, QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED EXCEPT TO THE EXTENT THEY ARE CONSISTENT WITH CASCADIA'S LIMITED EXPRESS WARRANTIES. ACCORDINGLY, THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE WARRANTIES DESCRIBED HEREIN.

Limitation of Claims: Furthermore, Cascadia's liability for any and all claims made against it arising from the sale, supply, and use of its products shall cease if no action is commenced prior to the expiration of the warranty periods defined above. Cascadia will not be liable for any indirect, incidental, or consequential damages of any kind whatsoever.