



CASCADIA WINDOWS LTD.

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CASCADIA WINDOWS LTD. LIMITED EXPRESS SCREEN WARRANTY & LIMITATIONS

Cascadia Windows Ltd. ("Cascadia"), with respect to the sale and supply and use of screens, which are manufactured by a third party, provides to the purchaser of the products the following limited express warranty:

FIXED SCREENS – The fixed screens are manufactured by a third-party screen supplier. The fixed screens are part of the window order, if requested by the customer. The fixed screens are shipped with the window order and it is up to the customer to arrange and pay for the installation of the screens. The fixed screens shall only be covered by the manufacturer's limited warranty for a period of 1 (one) year, commencing from the date the screens are delivered to the customer. The warranty for the fixed screens is for all parts used to make the screen, excluding the screen mesh. There is no warranty on the mesh. Cascadia shall provide no warranty of the screen separate and apart, or in addition to, the manufacturer's warranty. The remedy provided under this section of this warranty is limited to the supply only of replacement fixed screens by Cascadia, FOB Cascadia's plant, for defective fixed screens. Labor costs to replace defective fixed screens are not covered under this warranty.

MIRAGE RETRACTABLE SCREENS – The retractable screens are manufactured by a third-party screen supplier. The retractable screens are part of the window order, if requested by the customer. The retractable screens are shipped with the window order loose and it is up to the customer to arrange and pay for the installation of the screens. The retractable screens shall only be covered by the manufacturer's limited warranty for a period of 1 (one) year, commencing from the date the screens are delivered to the customer. The warranty for the retractable screens is for all parts used to make the screen, excluding the screen mesh. Please note: There is no warranty on the mesh and if damaged to the retractable screen occurs due to improper installation, the warranty is void. Cascadia shall provide no warranty of the screen separate and apart, or in addition to, the manufacturer's warranty. The remedy provided under this section of this warranty is limited to the supply only of replacement of defective parts screens by Cascadia, FOB Cascadia's plant, for defective retractable screen parts. Labor costs to replace defective retractable screens are not covered under this warranty.

WARNING - Both fixed and mirage retractable screens are not structural in any way. These screens are not intended to support dead, live, and lateral loads. These screens will not prevent people from falling through them.

EXCLUSIONS: The foregoing warranty 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. Screen tears occurring after delivery of the screens;

3. Malfunction or reduced performance resulting from improper building design or screen installation;
4. Damage or malfunction resulting from settlement of the building containing the screens;
5. Discoloration occurring after delivery of the screens to the original purchaser and arising from accumulations of dirt or other substances having the capacity to stain the painted surface;
6. Damage resulting from wind, hail, fire, lightning, or other acts of God, or exposure to caustic chemicals or pollutants; and
7. Defects or damage resulting from any modification of the screen(s) without Cascadia's written approval.

Cascadia's sole liability and Purchaser's exclusive remedy with respect to the warranty provided herein shall be, in Cascadia's sole discretion, limited to either the repair or replacement of defective screens covered by the warranty.

This warranty is null and void if Purchaser fails to properly maintain the screens, or fails to comply with the Fixed Screen and/or Mirage Retractable Screen maintenance recommendations, or if the Purchaser fails to maintain complete and accurate maintenance records confirming compliance with stated maintenance recommendations. Please note: The Fixed Screen and/or Mirage Retractable Screen maintenance recommendations will be provided upon request. Please contact the Project Manager if you would like a copy of the screen maintenance recommendations.

NO IMPLIED WARRANTIES: The foregoing limited express warranties are the only warranties applicable to products sold and supplied by Cascadia, and 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 OR ARE OTHERWISE EXPRESSLY AGREED TO BY CASCADIA. ACCORDINGLY, THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE WARRANTIES DESCRIBED HEREIN.**

LIMITATION OF CLAIMS: Except as otherwise stated in Cascadia's Terms and Conditions, Cascadia's liability for any and all claims made against it arising from the sale, supply, installation and use of its products shall cease if no action is commenced prior to the expiration of the warranty periods defined above. In no event shall Cascadia be liable for any indirect, incidental, or consequential damages of any kind whatsoever.

Project Description: _____

Project Number: _____

Purchaser: _____

Warranty Issued by: _____

Date Warranty Issued: _____