

LIMITED EXPRESS WARRANTIES & LIMITATIONS

Cascadia Windows Ltd. (“Cascadia”), with respect to the sale, supply, use and installation (when installed by Cascadia), of its fiberglass window and door products (the “products”) and subject to the exclusions and limitations herein, provides to the original Purchaser of the products the following limited express warranty (the “Warranty”):

FIBERGLASS FRAMES:

Cascadia warrants, 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 are free from defects in materials and workmanship. Fiberglass has material properties relative to strength, flexibility, durability, and thermal resistance that make it ideal for window and door frame applications. It is possible, however, for fiberglass to exhibit micro fissures at penetrations or concentrated stress locations. Cascadia’s products are designed, manufactured, and tested with this potential in mind. Such minor fissures are a function of the material properties of fiberglass, do not compromise product performance, structural integrity, or durability, are not a product defect and therefore are not covered by this Warranty. Cascadia reserves the right to determine if stress induced micro fissures are material in nature. Cascadia’s obligations under this section of this Warranty are limited to the repair or replacement of fiberglass frames, at its sole discretion.

HARDWARE:

Cascadia warrants, for a period of ten (10) years, commencing from the date of delivery of the products to the original Purchaser, that its operating hardware supplied integrally with the products is free from defects in materials and workmanship. Cascadia’s obligations under this section of this Warranty are limited to the supply only of replacement hardware components, FOB Cascadia’s plant. Labor costs to replace defective hardware components are not covered under this Warranty.

INSULATING GLASS UNITS - Annealed and Tempered Glass:

The sealed insulating glass units (IGUs), consisting of annealed and/or tempered glass, which are contained in Cascadia products are manufactured by a third-party glazing supplier, and are installed by Cascadia within its fiberglass frames. The IGUs shall only be 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. An optional warranty, up to 20 (twenty) years, may be provided to the Purchaser to the extent that it is available from the manufacturer. The warranty of the IGUs is limited to the failure of the hermetic seal, and warrants only against the formation of water and/or dust on or within the interior surfaces of the IGUs. Cascadia shall provide no warranty of the IGUs 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 IGUs by Cascadia, FOB Cascadia’s plant, for defective IGUs. Labor costs to replace defective IGUs are not covered under this warranty.

INSULATING GLASS UNITS - Laminated Glass and Capillary Tubes:

The sealed insulating glass units (IGUs) consisting of laminated glass, and /or those IGU’s that have capillary tubes, and which are incorporate into Cascadia Products, are manufactured by a third-party

glazing supplier, and are installed by Cascadia within its fiberglass frames. The IGUs shall only be covered by the manufacturer's limited warranty for a period of 5 (five) years, commencing from the date stamp found on the spacer bar between the sheets of glass. The warranty of the IGUs is limited to the failure of the hermetic seal, and warrants only against the formation of water and/or dust on/or within the interior surfaces of the IGUs. Cascadia shall provide no warranty of the IGUs 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 IGUs by Cascadia, FOB Cascadia's plant, for defective IGUs. Labor costs to replace defective IGUs are not covered under this warranty.

EXCLUSIONS:

This 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. Glass breakage or screen tears occurring after delivery of the products;
3. Malfunction or reduced performance resulting from improper building design or product installation;
4. Damage or malfunction resulting from settlement of the building containing the products;
5. Discoloration occurring after delivery of the products to the original Purchaser 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(s) without Cascadia's written approval;
8. Condensation on the surface of any product that may occur as the result of excess humidity or moisture; and
9. Micro fissures in the fiberglass frames at penetrations or concentrated stress locations.
10. Screens are covered under a separate warranty if provided by Cascadia.

Unless otherwise specifically provided herein, Cascadia's sole liability and Purchaser's exclusive remedy with respect to this Warranty shall be, in Cascadia's sole discretion, limited to either the repair or replacement of defective products covered by the Warranty.

This Warranty is null and void if Purchaser fails to properly maintain the products, or 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. Cascadia's maintenance guide and maintenance requirements are found at <http://www.cascadiawindows.com/maintenance-guide.php>.

NO IMPLIED WARRANTIES:

The foregoing limited express warranties are the only warranties applicable to products sold and/or 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, use and installation (when installed by Cascadia), 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 to Purchaser for any indirect, incidental, or consequential damages of any kind whatsoever.

PROJECT QUOTE _____

PROJECT NUMBER _____

PURCHASER _____

WARRANTY ISSUED BY _____

DATE WARRANTY ISSUED _____