

Warranty No	
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### TILTCO ARCHITECTURAL PRODUCTS

Manufacturers of Quality Architectural Windows, Doors, & Curtain Wall 1200 Stellar Drive, Newmarket, Ontario, L3Y 7B8, Canada Tel: (905) 853 9958 Fax: (905) 853 9905

# 5/10 R-SERIES WARRANTY

Original Purchaser (s)			
Address			
Purchase Date			

#### ALL WARRANTY INQUIRIES SHOULD BE REPORTED TO THE TILTCO DEALER FROM WHOM THE WINDOWS OR DOORS WERE PURCHASED

TILTCO ARCHITECTURAL PRODUCTS., (hereinafter "TILTCO AP"), sole owner of the Trademark TILTCO ARCHITECTURAL PRODUCTS. warrants to the original purchaser of the products installed by an authorized dealer/contractor at the above address, subject to the terms, conditions, and limitations herein contained, as follows:

- 1. Aluminum Frames and Sash components: That the aluminum frame and sash components will be free from manufacturing defects and will not peel, flake, chip, split, blister or corrode for a period of Ten (10) years from the date of original purchase.
- 2. **Hardware Components:** That the hardware will remain in good operational condition for the period of Five (5) years from the date of installation. An additional Period of 5 years is available with a TILTCO approved service contract (*Please note: light lubricant to be applied to the hardware on a coastal application every 1 month, wiping clean any excess dirt or debris build up.*)
- 3. **Glass Units**: That the insulated glass units will not suffer formation of condensation or dust between the inner space of sealed unit, caused by seal failure, for a period of Ten (10) years from the date of purchase. (*Please note: Distortion in Heat Strengthened glass is common and is not considered a defect*). Glass units of 50 sq/ft or larger are considered oversized and do not have a warranty.

TILTCO AP, at its option, may repair the products or parts at no charge, or provide replacements at no charge, or refund the replacement value of the products containing the defective parts. Decisions as to whether to repair, replace, or refund shall be made by TILTCO AP in its sole discretion. Replacement parts will be the closest equivalent current product and may not exactly match the original product. Replacements will be delivered to the original point of purchase, with no shipping charges. This obligation includes the repair or replacement of hardware and accessories and the cost of/or furnishing of labor to repair said windows and doors at the contractor list price, which is in effect at the time of repair, provided the following conditions are met:

- 1. TILTCO ARCHITECTURAL PRODUCTS. has authorized the repair, and
- 2. An authorized Dealer/Contractor makes the repair.

#### LIMITATIONS

- 1) This limited warranty does not apply to a "TILTCO AP" product installed by a non-certified contractor.
- 2) Instructions: This warranty applies only to products finished, installed and operated in accordance with TILTCO AP's instructions.
- 3) Misuse, Abuse, Etc: This Limited Warranty does not cover any product that has been abused, misused, altered or used for a purpose other than that for which it was intended or in a manner inconsistent with any instruction regarding its use.
- 4) TILTCO shall in no instance be held liable for any window & door failure and/or subsequent damage arising from causes outside TILTCO's control, including, but not limited to:
  - a) Damage caused by fire, lightning, hurricane, hail, tornado, flood, earthquake or acts of God; or
  - b) Damage caused by accident, any improper handling, vandalism, intentional act, negligence, or failure to use reasonable care as recommended by TILTCO whether on the part of the Owner or another; or
  - c) Damage to any window or door which has been repaired or modified or attempted to have been repaired by any other than an authorized representative of TILTCO, but not limited to, damage caused by unauthorized components used in installation or repair, or by using TILTCO products that are installed with parts (whether manufactured by TILTCO or by others) that have not been approved by TILTCO for installation of that product; or TILTCO products that are stacked or mulled with half circles, direct-sets or transoms manufactured by others, by normal wear and tear, or by chemicals not normally found in nature or the like; or
  - d) Moisture entering the windows and doors through building structural defects, roofing defects, or any part of the building structure which is defective including from adjacent buildings which are structurally defective.
  - e) Condensation on windows and any related water damage, which occurs as the natural result of humidity within the property or changes in interior/exterior temperatures, does not indicate a defect and is not covered by this warranty.
  - f) In cases relating to hardware, the consumer will be invoiced for the replacement hardware at the list price and full credit will be issued when the defective hardware has been returned to TILTCO.
- 5) This limited warranty specifically does not extend to color change of the TILTCO windows and doors.
  - a) Painting or staining of TILTCO products with other than approved paints or stains will void any warranty with respect to such parts.
- 6) TILTCO is not liable under this limited warranty unless:
  - a) The Owner notifies the TILTCO dealer from whom the windows & doors were purchased in writing by certified mail, return receipt requested, within 5 working days of the discovery of any leak or other alleged window or door failure; and
  - b) The Owner allows TILTCO's agent or its Authorized Dealer/Contractor access to the building for inspection and examination; and
  - c) TILTCO and its Authorized Dealer/Contractor have been paid in full by the Owner or its predecessor in title for all services rendered; and
  - d) TILTCO authorizes the repair and an Authorized Dealer/Contractor does the repair.
  - e) This limited warranty passes to future Owners of the building for the full ten (10) years hereof if the new owner enters into a service contract for the duration of the warranty period with an authorized TILTCO dealer/contractor

## 5/10 R-SERIES WARRANTY

#### TILTCO ARCHITECTURAL PRODUCTS

- 8) Glass: This warranty does not cover torn screens or broken glass from any cause whatsoever. Slight glass curvature, minor scratches, or other imperfections in the glass that do not impair structural integrity or significantly obscure normal vision, or any failures or operating difficulties in the glass, wood or vinyl components or cladding due to accident, misapplication, faulty building construction or design, exposure to the elements, improper or insufficient handling, storage, installation, maintenance or service, or nonstandard installations, including, but not limited to, installation in a non-vertical, upside down, on-the-side, or out-of-square position. Also excluded from this warranty are failures or operating difficulties due to exposure to corrosive fumes or condensates, stress from movement of the structure, use of night insulation or films and coatings on the products, or use in swimming pool or other high humidity areas without adequate ventilation or humidity control..
- 9) **Labor:** TILTCO AP will not normally provide the cost of labor to remove or to install any window or door installed by others. This includes, without limitation, labor for installation, removal, repainting, refinishing or other activities necessary to complete any window or door replacement, unless:
  - a) TILTCO AP has installed the defective product or
  - b) The defect is directly related to a manufacturing defect of a window or door. In any other case, the consumer shall be responsible for installation, repainting, refinishing or other activities necessary to complete any replacement.
- 10) Eight-Foot and Taller Doors (Hinged and Sliding): There will be no warranty against warpage of an eight-foot or taller door unless a tested multi-point lock system is used on the door.
- 11) Warpage of Doors: Warping shall not be considered a defect unless it exceeds 1/ 4" the plane of the door itself, which does not include the relation of the door to the frame or jamb in which it is hung. In measuring the amount of warpage present in a door, the following method shall be used: Place a straightedge, taut wire or string on the suspected concave face of the door, with the door in its installed position. The measurement of the warpage shall be made at the point of maximum distance between the straightedge, taut wire or string and the face of the door. Action on any warranty claim for warpage may be deferred, at TILTCO's for a period not to exceed twelve (12) months from the date of the claim, to permit conditioning of the door to humidity and temperature. If a door has been installed prior to warpage claim being made, the door must remain hung in the original installation during the period of deferment.

THERE ARE NO OTHER WARRANTIES EXCEPT AS SET FORTH HEREIN. THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES OF THE OWNER FOR ALLEGED FAILURE OF THE TILTCO ARCHITECTURAL PRODUCTS. WHETHER IN MATERIAL, ACCESSORIES OR DEALER/CONTRACTOR WORKMANSHIP. THIS WARRANTY ALSO COVERS WINDOW AND DOOR OPENING TO BE FREE OF LEAKS CAUSED BY DEFECTS WARRANTED ABOVE. ALL WARRANTY COVERAGE IS VOID IF PRODUCT OR INSTALLATION CHARGES HAVE NOT BEEN PAID IN FULL. ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE PERIOD OF COVERAGE OF THESE EXPRESS WRITTEN WARRANTIES. TILTCO SHALL NOT BE LIABLE FOR APPLICABLE TAXES OR ANY INCIDENTAL OR CONSEQENTIAL DAMAGES INCLUDING. BUT NOT LIMITED TO, DAMAGE OR LOSS TO PERSONS OR OTHER PROPERTY.

NO DISTRIBUTOR, SALESPERSON, DEALER, RETAILER OR OTHER REPRESENTATIVE OF TILTCO HAS THE AUTHORITY TO MAKE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR TO ALTER OR CHANGE THESE WARRANTIES EITHER ORALLY OR IN WRITING.

To obtain service under these warranties, contact: TILTCO ARCHITECTURAL PRODUCTS
1200 Stellar Drive
Newmarket, Ontario Canada L3Y 7B8

Please: 1) identify the TILTCO AP product or glass that is involved, the date and place of purchase; 2) describe completely what the claimed defect is (photographs may be helpful) and where the product can be inspected; and 3) identify yourself, your property address and phone number and your daytime phone number if different. TILTCO AP reserves the right to inspect, or designate a person to inspect, any part that is claimed to be defective and covered by these warranties.

If TILTCO AP's Authorized Dealer/Contractor made any statements about TILTCO AP's products and services, those statements are not warranties, cannot be relied upon by Owner, and are not part of the contract for sale or installation.

This warranty becomes valid only after dealer/contractor completes this warranty form, signed by the original purchaser of products and mailed to WINDOWORLD INDUSTRIES INC. within 30 days.

TILTOO APCHITECTURAL PRODUCTS

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Date	Signature of Authorized TILTCO AP's Representative		
Customer's Signature	Address of Building		
Name of Project	City, State, Zip of Building		
	Installed By TILTCO AP #		