# POLLARD WINDOWS & DOORS

# **Pollard Windows Inc.**

# Canadian Extended Product Warranty & General Limitations Effective March 2017

# 20 Year Sealed Glass Warranty

For a period of 20 years from date of purchase, Pollard will provide replacement of any dual pane sealed glass component of a Pollard product identified with "Pollard Burl IGMAC" which has developed material obstruction of vision due to film formation on internal glass surfaces caused by failure of the hermetic seal. Such replacement is warranted for the remainder of the original warranty period.

For a period of 10 years from date of purchase, Pollard will provide replacement of any dual pane sealed glass component of a Pollard product where said component has been manufactured by an independent source and has developed material obstruction of vision due to film formation on internal glass surfaces caused by failure of the hermetic seal (also includes RLT blinds between the glass or decorative glass). Such replacement is warranted for the remainder of the original warranty period.

For a period of 5 years from date of purchase, Pollard will provide replacement of any triple pane sealed glass component of a Pollard product that has developed material obstruction of vision due to film formation on internal glass surfaces caused by failure of the hermetic seal. Such replacement is warranted for the remainder of the original warranty period.

If mold is found inside the glazing cavity from excessive humidity, your warranty is void. Condensation or frost on exposed room side surfaces of your Pollard product are not a defect in the product but a result of excessive humidity. Take steps to maintain proper humidity levels in your home to prevent the possibility of voiding your warranty. Refer to the Pollard website under Resources for Care & Maintenance (http://www.pollardwindows.com/resources/care-maintenance).

For a period of 2.5 years (30 months) from date of purchase, Pollard will provide the labour to replace the sealed glass component at no cost to the purchaser. Pollard will not replace any sealed glass component which has failed due to glass breakage, or has had any liquid, plastic or other coating or covering applied to it. Minor glass imperfections or any variation in colour that does not affect the product's structural integrity or significantly obscure normal vision are specifically excluded from this warranty. See General Limitations section at the end of this document for any exclusions.

## **Limited Stress Crack Warranty**

For a period of 1 year from date of purchase, Pollard will provide replacement of any sealed glass component identified with "Pollard Burl IGMAC" where such replacement is due to a stress crack, provided said stress crack is deemed by an authorized Pollard representative to be solely due to a manufacturing error. For a period of 1 year from date of purchase, Pollard will provide the labour to replace the sealed glass component at no cost to the purchaser. Such replacement is warranted for the remainder of the original warranty period. Pollard will not replace any sealed glass component deemed by Pollard to have a stress crack, if said component has had any liquid, plastic or other coating or covering applied to it. See General Limitations section at the end of this document for any exclusions.

## **Limited Glass Panel Warranty**

Glass Panel sealed glass units are warranted for 1 year as they may have extreme exposure to the weather elements. Proper installation and venting is important in preventing the possibility of voiding your warranty. Note: Glass panels are meant to be decorative and are to be used in cooler or shaded locations such as under soffits. Choosing the suitable locations is a factor in the use of glass panels, areas that are not in excessive exposure to direct sunlight will minimize any possible problems. See General Limitations section at the end of this document for any exclusions.

## 20 Year Limited Vinyl Warranty

For a period of 20 years from date of purchase, Pollard will provide to the original purchaser, replacement of any vinyl component of a Pollard product where such replacement is due to blistering, peeling, flaking, cracking, rotting, corroding or any other material defect. Such replacement is warranted for the remainder of the original warranty period.

For a period of 2.5 (30 months) years from date of purchase, Pollard will provide the labour to repair or replace the vinyl component. Should there be a variation in colour between the replacement component and the original product, it is the result of normal weathering of the original product and is not considered a defect. Variations in colour due to normal weathering, exposure to ultraviolet rays, extreme weather and atmospheric conditions or any other conditions beyond Pollard's control are not considered component defects. Note: Cocoa Brown is not covered under this warranty. See General Limitations section at the end of this document for any exclusions.

# 20 Year Limited Paint Warranty

For a period of 20 years from date of purchase, Pollard warrants that its paint coating applied to the exterior surface of a vinyl component will not peel, flake, crack, and blister or delaminate. Should there be a variation in colour between the replacement material and the original product, it is the result of natural weathering of the original product and is not considered a defect. Variations in colour due to normal weathering, exposure to ultraviolet rays, extreme weather and atmospheric conditions or any other condition beyond Pollard's control are not considered coating defects. This warranty covers the cost of touch-up material needed for refinishing; it does not cover the labour required to refinish the product. See General Limitations section at the end of this document for any exclusions.

# 2 Year Limited Factory Applied Door Finish Warranty

For a period of 2 years from the date of purchase, Pollard warrants that its paint/stain applied to the exterior surface of a steel or fiberglass door slab will not peel, flake, crack, blister or delaminate. Variations in colour due to normal weathering, exposure to ultraviolet rays, extreme weather and atmospheric conditions or any other conditions beyond Pollard's control are not considered defects in the factory finish. This warranty covers the cost of touchup material needed for refinishing; it does not cover the labour required to refinish the product. Should there be a variation in colour between the replacement material and the original finish, it is the result of natural weathering of the original finish and is not considered a defect. For stain finishes on fiberglass doors, the clear topcoat is not covered under this warranty; it is recommended that the clear topcoat be reapplied every 2 years. See General Limitations section at the end of this document for any exclusions.

#### **5 Year Limited Parts Warranty**

For a period of 5 years from date of purchase, Pollard will provide replacement or repair of any component of a Pollard product (excluding sealed glass and vinyl material defects which are covered under separate warranties) where said issue is due to defects in material or manufacture. Such replacement is warranted for the remainder of the original warranty period.

For a period of 2.5 (30 months) years from date of purchase, Pollard will provide the labour to repair or replace the component at no cost to the purchaser. Variations in colour or texture of any wood components are normal and not considered defects.

See General Limitations section at the end of this document for any exclusions.

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## **General Limitations**

Pollard reserves the right to void all warranties on product not fully paid for.

Pollard reserves the right to require proof of purchase for any warranty claim submitted.

It is the customer's responsibility to coat and seal all natural wood parts immediately after delivery to prevent the wood from drying out, splitting, staining and/or shrinking.

All replacement components are provided in the original factory finish. Any painting, staining or other finishing required is the responsibility of the customer.

There is no warranty with respect to any corrosion or tarnishing of hardware finishes.

There is no warranty for sealed units manufactured with capillary tubes installed.

All products supplied by an independent source are covered by the warranty of the supplier. See your Pollard Sales Representative for more information.

There is no warranty on stain finishes on wood doors.

There is no warranty on "open out" doors and doors with a low-profile sill (ADA Sill).

Any aluminum products are not covered by this warranty.

There is no warranty as to the amount of argon gas inside the sealed unit. The migration of inert gases such as argon is a natural process that occurs over time and is not a defect. Pollard makes no warranty regarding the rate of dissipation of argon or the amount of argon remaining in the product at any time after manufacture.

Insect screens provided with operating windows and doors are designed to minimize insect activity in the home. Pollard makes no warranty with respect to elimination of insect activity.

Where the product is located more than 200 kilometers from the Pollard Head Office (Burlington, Ontario), Pollard will not be responsible for completing any necessary repairs without a prior agreement on travel costs. Otherwise, Pollard reserves the right to deliver the replacement part FOB the Pollard office, Dealer or Distributor nearest the place of installation and it is the customer's responsibility to complete the repair.

Where the product is located in an area that is either not accessible by road, requires the use of scaffolding or lifting equipment to complete the repair or is deemed to be unsafe by an authorized Pollard representative, Pollard reserves the right to deliver the replacement part FOB the Pollard office, Dealer or Distributor nearest the place of installation and it is the customer's responsibility to complete the repair.

As part of Pollard's continuous product improvement process components may vary such as tint of sealed glass units, hardware, vinyl, and screens. If product initially purchased has been discontinued or modified, Pollard reserves the right to substitute the original components with components of comparable quality and price.

Pollard reserves the right to refund a portion of the customer's purchase price of the product in lieu of providing a replacement component.

Under no circumstances shall Pollard be obligated to provide a replacement of any component of a Pollard product where the need arises out of, the failure to install the product strictly in accordance with Pollard instructions, any accident, fire, flood, severe or unusual weather conditions, act of war, misuse or abuse, vandalism, improper handling, improper maintenance, or any other cause not within Pollard's direct control, including structural defects due to building settlement. Any modification, alteration, or attempted repair of a Pollard product without Pollard's written consent, or not made strictly in accordance with any applicable Pollard repair instructions, voids all warranties with respect to such product. Refer to the Pollard website under Resources/Support for Installation Instructions and for Care & Maintenance information.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, POLLARD MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE OR DESIGN.

Any sample or literature exhibited to the customer is to illustrate the general type of goods, and not affirmation that the product will exactly conform. No Distributor, Dealer, Retailer, Contractor, Remodeller or any other person has the authority to bind Pollard to any representation or warranty not specifically included herein.

All remedies with respect to any claim regarding a Pollard product shall be limited exclusively and in lieu of any, and all, remedies to those contained in these terms and conditions whether based upon breach of warranty, contract, negligence, strict liability, or any other theory. IN NO EVENT WHATSOEVER SHALL POLLARD BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OR LOSSES WHETHER BASED UPON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY.

Note: Date of purchase is the same as date of delivery. PLEASE REGISTER YOUR POLLARD WARRANTY WITHIN 90 DAYS.

#### To submit a warranty claim you may:

- 1. Submit a Service Request Form on our website at www.pollardwindows.com
- 2. Print a copy of the Service Request Form and fax the completed form to (905) 333-3521
- 3. Call (905) 634-2365 or 1-800-263-6616 and speak to one of our Customer Service Representatives