



# NEWMAR STANDARD PRODUCT WARRANTY

## (Home Builders)

### 1. FIVE (5) YEAR GLASS SEAL FAILURE WARRANTY

Newmar Window Manufacturing Inc. ("Newmar") warrants that the insulating glass units used in its products shall be free from defects in materials and workmanship resulting in seal failure for a period of **five (5) years** from the date of first purchase. Seal failure is defined as the permanent formation of film, water vapour or dust deposits between the inner glass surfaces resulting in a material obstruction in vision.

This seal failure warranty does not apply to insulating glass units which are installed in sloped glazing or which are coated with any type of film after receipt of delivery. This seal failure warranty does not cover condensation appearing on the exterior surfaces of the glass unit, as this is caused by excessive humidity in the house and is not a product defect.

### 2. TWO (2) YEAR WATER PENETRATION WARRANTY

Newmar warrants that its products shall be free from defects in materials and workmanship resulting in water penetration for a period of **two (2) years** from the date of first purchase including, water penetration caused by improper installation performed by Newmar or its authorized agents (not third parties).

This water penetration warranty does not apply to products installed in structures that do not allow for proper management of moisture. For example, exterior insulation and finish systems ("EIFS"), also known as "Synthetic Stucco", without an engineered drainage system.

For purposes of this water penetration warranty, the Tarion Construction Performance Guidelines shall be used as an interpretative guideline for what constitutes a defect in materials and workmanship, provided that such guidelines apply to the product in question or the installation thereof.

### 3. GENERAL ONE (1) YEAR MATERIALS AND WORKMANSHIP WARRANTY

With respect to all other aspects of Newmar products, Newmar warrants that the same shall be free from all defects in materials and workmanship for a period of **one (1) year** from the date of first purchase including, defects caused by improper installation performed by Newmar or its authorized agents (not third parties).

For purposes of this general warranty, the Tarion Construction Performance Guidelines shall be used as an interpretative guideline for what constitutes a defect in materials and workmanship, provided that such guidelines apply to the product in question or the installation thereof.

### 4. DISCLAIMER

**NEWMAR DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

### 5. LIMITATION OF LIABILITY

The limit of Newmar's liability for breach of any warranty set forth herein, whether based on negligence, breach of warranty, strict liability, or any other theory, shall be, at Newmar's option, either: (i) the repair or replacement of any part/product which Newmar reasonably determines to be defective in materials or workmanship under normal use and service, or (ii) a refund of the purchase price of the product or component part.

Replacement parts/products will be closest equivalent to original parts/products but may not exactly match the originals. The warranty on any replacement parts/ products will only extend for the balance of the applicable warranty period.

This Warranty shall include any labour which may be required to be performed in connection with the removal of defective parts/products, the installation of repaired or replacement parts/products or the re-installation of parts/products defectively installed by Newmar or its authorized agents (not third parties), provided that: (i) a warranty claim is made within the applicable warranty period (with the exception of a warranty claim for seal failure which must be made within one (1) year of the date of first purchase in order for labour to be included), and (ii) the labour is performed by Newmar or its authorized agents (not third parties) within a 100 kilometer radius of Newmar's manufacturing plant. Any labour to be performed hereunder shall, unless otherwise agreed to by Newmar, be limited to removal and installation only and not to refinishing (painting, staining, trim work, etc.) or any incidental repairs (hardwood flooring damage, drywall damage, stucco damage, water damage etc.).

To the extent that labour is not covered by this Warranty, Newmar shall not be responsible for the pickup or return delivery of any defective parts/products which are covered by this Warranty, such delivery to be the responsibility of the warranty holder at the expense of the warranty holder.

NEWMAR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING PERSONAL INJURY OR WRONGFUL DEATH DAMAGES) WHETHER BASED ON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY. IN NO EVENT SHALL NEWMAR'S LIABILITY UNDER THIS WARRANTY, WHETHER TO THE ORIGINAL PURCHASER OF A DEFECTIVE PRODUCT OR ANY THIRD PARTY CLAIMING ON BEHALF OF SUCH PURCHASER, EXCEED THE PURCHASE PRICE RECEIVED BY NEWMAR FOR SUCH DEFECTIVE PRODUCT OR THE COST OF REPAIRING OR REPLACING SUCH DEFECTIVE PRODUCT.

#### **6. CLAIMS PROCEDURE**

Every claim under this Warranty shall be deemed waived unless: (i) such claim is made in writing to Newmar, containing a description of the defect and such claim is accompanied by evidence of purchase; (ii) in the case of a claim relating to a visibly damaged or defective product, such claim is received by Newmar within ten (10) days of the date of first purchase of the defective product; and (iii) in the case of a claim relating to any other defect, such claim is received by Newmar within thirty (30) days after the defect to which such claim relates is discovered or ought to have been discovered, provided such claim is received before the expiry of the applicable warranty period.

#### **7. GENERAL EXCLUSIONS**

NOTWITHSTANDING ANYTHING ELSE CONTAINED HERE OR ELSEWHERE, THIS WARRANTY DOES NOT COVER products that have not been paid for in full; inadequate preventative maintenance on exterior and interior of product(s) including caulking, finish, and weather-stripping (see Newmar Care & Use Homeowner Guide); abuse, negligence, improper use, careless handling or consequential damages: improper storage, finishing, or modification; defects caused by improper installation by anyone other than Newmar or its authorized agent; Acts of God; accidents; glass scratches, cracks (including pressure cracks) or breakage after receipt of delivery or for units subject to excessive stress from movement of building; products subjected to conditions outside their design limitations; minor imperfections in glass that do not affect the product's structural integrity or obscure vision; minor variations in glass colour; normal wear or discoloration of finish; finish problems caused by mechanical damage, abrasion or corrosion; damage caused by acid rain, salt spray, chemical solvents, masonry or stucco leach, acid washes, abrasive cleaning solutions or other corrosive elements; brass and oil-rub hardware finishes; condensation, moisture, mold or frost resulting from humidity within the building and interior/exterior temperature differentials; variations in wood grain, texture or colour; discoloration of non-visible parts; wood rot due to improper finishing, maintenance or installation; problems or defects due to harmful fumes, chemicals, building heat, excessive temperature exposure, colour change or fading arising due to normal weathering, oxidation, extremes of weather and atmospheric conditions; post-manufacture dissipation of inert gases (such as argon) or the amount of gas in inert gas-filled insulating glass units; scratches or other imperfections, unless readily observable from more than five (5) feet away when illuminated by indirect sunlight; problems due to water leakage which are not the fault of the Newmar product; misapplication, faulty building construction or design, including but not limited to installation or use in areas of high humidity or high vibration; defects in the coating on door slabs; or other circumstances beyond Newmar's control.

Product features designed to help address pressurization of a building during high-wind or other severe storm events are not a guarantee against water or air infiltration. PRODUCT SELECTION IS THE SOLE RESPONSIBILITY OF THE WARRANTY HOLDER.

#### **8. SEVERABILITY**

If any of these provisions are determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of these terms shall be unaffected.

#### **9. MODIFICATION OR TERMINATION**

This Warranty, together with the provisions of Newmar's order form and invoice with respect to the product(s) in question supersede and replace all prior negotiations and/or agreements made between Newmar and the warranty claimant, whether oral or written, and contain the entire understanding between such parties with respect to the subject matter hereof. No waiver or modification of these terms shall be binding upon Newmar unless made in writing and signed by a duly authorized representative of Newmar. Additional or different terms submitted by anyone other than Newmar are specifically rejected and shall be deemed to be of no effect.

#### **10. NO ASSIGNMENT**

This Warranty is not transferrable or assignable and is provided only to the original purchaser of the product in question.

#### **11. GOVERNING LAW**

This Warranty is governed by, and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable thereto.

#### **12. DOMESTIC SALE OF GOODS**

The parties agree that the local domestic sale of goods law of the Province of Ontario shall apply to this order and not the *International Sale of Goods Act* R.S.O. 1990, c I-10.

