

# WESTECK LIMITED WARRANTY

Effective September 1, 2025

This limited warranty applies exclusively to all Westeck windows, patio doors and entry doors purchased on or after the effective date and installed in the home of the person who purchased the products from the contractor or an authorized Dealer.

ALL WARRANTIES ARE SUBJECT TO THE CONDITIONS, EXCLUSIONS, DISCLAIMERS AND LIMITATIONS THAT ARE SET OUT IN THIS DOCUMENT.



### **Insulating Glass**

Except as otherwise set out below, the insulating glass units (IGUs), consisting of annealed and/or tempered glass, which are contained in Westeck products shall be covered by the limited warranty for a period of ten (10) years, commencing from the date of delivery.

The insulating glass units (IGUs), consisting of laminated glass, and /or those IGUs that have capillary tubes, and which are contained in Westeck products shall be covered by the limited warranty for a period of five (5) years, commencing from the date of delivery.

Butt glazed units are warranted for a period of one (1) year, commencing from the date of delivery.

The warranty of the IGUs set out above 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. Westeck shall provide no warranty of the IGUs separate and apart, or in addition to, this warranty. The remedy provided under this section of this warranty is limited to the supply only of replacement IGUs, FOB Westeck's plant, for defective IGUs, or to refund the current Westeck IGU price.

### **Hardware**

Hardware and other non-glass components are warranted to be free from manufacturing defects for ten (10) years. Hardware with PVD finishes installed in coastal# environments are warranted to be free from manufacturing defects for a period of ten (10) years (aesthetic corrosion is not covered). Other hardware finishes are not warranted in coastal environments. Electric operators and other motorized accessories are warranted to be free from manufacturing defects for one (1) year.

#Coastal is defined as any application within one kilometer (0.6 miles) of salt water.







### **Extrusions**

**Vinyl (uPVC) extrusions** - Peeling, rotting, warping, corroding, cracking, flaking or blistering under normal use, application and proper care are warranted for twenty (20) years from the date of delivery.

**Aluminum extrusions** - Peeling, rotting, warping, corroding, cracking, flaking, blistering under normal use, application and proper care are warranted for twenty (20) years from the date of delivery.

Any extrusions which experience color change due to normal weathering are excluded from this warranty (including non-uniform fading and discoloration and color changes resulting from unequal exposure of surfaces to the sun and elements). "Normal Weathering" is defined as exposure to ultraviolet (sun) light, and extremes of temperature and atmosphere which will cause any colored surface to fade, discolor, darken, chalk, or acquire a surface accumulation of dirt or stains. The severity of these conditions depends on air quality, the geographic location of finished products, and other local conditions over which Westeck has no control and which are determined in different geographical locations by Westeck in its sole and absolute discretion.

#### Painted Vinyl (uPVC) Finish

Loss of adhesion, bubbling, chipping, peeling, cracking, flaking or blistering under normal use, application and proper care are warranted for (15) years from the date of delivery. This warranty does not extend to discoloration caused by exposure to natural elements or caused using chemical solvents or abrasive cleaners.





#### **Doors**

Westeck offers the following limited warranties on doors:

- A limited five (5) year warranty from the date of delivery on unfinished fiberglass door slabs against defects in workmanship;
- A limited fifteen (15) year warranty for pre-painted or pre-stained fiberglass door slabs finished by Westeck against defects in structure, material, and workmanship, as defined by the coating provider's warranty; and
- A limited two (2) year warranty from the date of delivery on all manufactured wood doors, covering defects in material and workmanship that render the product unserviceable or unfit for its ordinarily recommended use.
- This warranty includes coverage for warpage exceeding 8mm (5/16") in the plane of the door, provided the following conditions are met:
- The door must be properly sealed on all sides within 14 days of delivery, or in the case of wood doors, within 14 days of conditioning of the wood.
- The door must be installed using multipoint hardware or be double drilled and must not exceed the standard 6'8" height.
- Installation must be plumb, level, and square, and must adhere to all relevant building codes, by-laws, and industry best practices, including Westeck's approved installation methods.
- Wood doors must be installed with adequate overhang protection. Overhang depth must be equal to or greater than the distance from the bottom of the door to the base of the overhang. Overhangs are required at both the front and sides to protect the door from uneven sun exposure and moisture.

 For proper care and handling of wood doors, please refer to Westeck's guide on wood door maintenance.

If warpage is claimed, Westeck may defer final evaluation for up to 12 months to allow the door to acclimate to its environment. During this time, the door must remain installed in its original position. Warpage includes bowing, cupping, and twisting, and is measured by placing a straightedge, taut wire, or string on the suspected concave face of the door at any angle (horizontal, vertical, or diagonal), with the door in its installed position. The measurement shall be taken at the point of maximum distance between the face of the door and the bottom of the measuring instrument.

Dimensional tolerances for finished wood doors, after sanding, are as follows:

- Thickness: ±2mm for all nominal thickness
- Height and width: ±2mm for all nominal sizes
- Diagonal measurements: a difference of up to 4mm between opposite corners is permissible

For pre-painted or pre-stained fiberglass door slabs finished by Westeck, it is critical to remove the protective film within 100 days of manufacturing. Failure to do so may result in adhesive residue or finish issues, which will void the warranty.

These door warranties do not cover finishing, or other incidental costs related to the replacement of the original door(s). These responsibilities rest solely with the party making the warranty claim.

**Screens:** Screens carry a limited warranty of one (1) year for any defects that arise that would prevent the product from effectively deterring the entry of insects into your home.



#### Labour

Except as set out below, necessary labour and installation costs incidental to and directly related to a warrantable claim will be provided by, or on behalf of, Westeck at no charge for a period of the lesser of the length of the warranty coverage for a particular product or two (2) years from the date of delivery.

# **Warranty Exclusions**

In addition to the other limitations and exclusions set out in this Warranty, it does not cover damage or conditions caused by, and there shall be no remedy against or liability of Westeck for the following:

- Improper handling or installation; product that has been removed and reinstalled; product not installed vertically.
- Non-rectangular glass units; special types of decorative glass or decorative inserts, glass units other
  than stock or standard catalog descriptions; units installed in areas of excessive moisture or heat,
  such as but not limited to, proximity to saltwater or pools, or otherwise abused; glass units to which
  aftermarket films or coatings have been applied or if the IGU is painted, varnished or coated with any
  form of alternate substance; any cost of removal, installation or refinishing.
- Alterations or modification including, but not limited to, installation of security systems, customerapplied finishes, or application of solar shading or other plastic films to glass or Product.
- Product exceeding Westeck's stated minimum or maximum size dimensions, designated performance specifications, or normal capacities of the product; use of products in a manner not designed or intended by Westeck.
- Units used in sloped glazing or for any unit larger than 60 square feet.
- Units installed in watercraft, land vehicles, trailers, near saunas or pools, hot yoga studios, solar collectors, refrigeration units or within 1km of salt water.
- Movement of the building structure, including deflection of building elements over product whether due to live or dead loads.
- Product has been the subject of misuse, abuse, neglect, improper operation, lack of maintenance, aging, or natural weathering of surfaces; normal wear and tear on operating parts and hardware, including discoloration of finishes.







- Application of harmful solutions (such as acetone, petroleum products, alkaline, or abrasive compounds); use of metal or abrasive tools (such as scrapers, razor blades, or steel wool); contact with chemicals harmful to glass, metal and plastic products (such as brick wash solution); use of highpressure water jet cleaning processes.
- Glass breakage: the effect of light or heat reflected from low-emissivity or other glass coatings; slight variations in glass tint, imperfections, or wavy distortions in the glass that do not impair the structural integrity. Wavy distortions in the glass related to atmospheric pressure changes, laminated glass interlayers, or heat treatment of glass are not considered a defect.
- Minor scratches or other imperfections in the glass that do not impair structural integrity or significantly obscure normal vision.
- Glass, accessories, or any part not applied or installed by Westeck, authorized dealer or authorized 3rd party sub-contractor.
- Temporary adhesive transfer or ghost lines from protective films.
- Application of exterior finishes against the edges of the product without a flexible perimeter joint providing suitable movement capability and properly filled with resilient sealant.
- The appearance of field finished windows/doors is not guaranteed under any circumstances.
- Splitting of wood is specifically excluded under this warranty or any other warranty Wood is a natural product and splitting may occur, including wood panels.
- Extreme natural or artificial temperature changes, as reasonably determined by Westeck, (such as may occur from use of storm doors or blinds mounted in a way that leads to excessive heat build-up at Product).
- Extreme conditions, as reasonably determined by Westeck, exhibited on the product due to building massing, orientation, cladding or other external finishes or adjacent structures.
- Accidents, normal weathering, chalking, caulking, fading, structural shrinkage or distortion of the structure, building heat or excessive temperature exposure (including exposure caused by storm windows), ash, fire, lightning, earthquakes, windstorms, tornadoes, or any other act of God, explosions, riots, civil disturbances, war, misuse or abuse, or other causes beyond the control of Westeck.
- Product not purchased directly from Westeck or an authorized dealer; Product from an order not paid for in full; Product where any permanent warning or identification labels have been removed.



\*Appropriate maintenance must be performed on all products annually, with checks for all hardware and gaskets being made no less than 2 times per year. For installations in coastal areas, maintenance and hardware checks must be performed and documented at least 4 times per year.

## **Moisture Management**

Products installed in wall systems that do not allow for proper moisture management, such as exterior insulation and finish systems (EIFS) or "synthetic stucco" without effective engineered drainage systems, are not covered under the Limited warranty.

## **Thermal Efficiency**

Westeck does not warrant the amount or percentage of argon or other inert gas present in insulating glass at any time after manufacture. Inert gas dissipates over time and may be ineffective in products manufactured with capillary tubes. Thermal efficiencies vary with the application of the product. Westeck does not warrant a specific level of thermal efficiency will be maintained by inert gas, low emissivity coatings, or other product features.

#### **Condensation**

Condensation is not a product defect, but the result of excess humidity, discontinuity of air barriers within the building envelope or general lack of quality within the installation. Condensation, frost, mold, mildew, fungus or any damage from condensation formation on the interior or exterior glass surfaces are not covered by the Limited warranty.

#### Corrosion

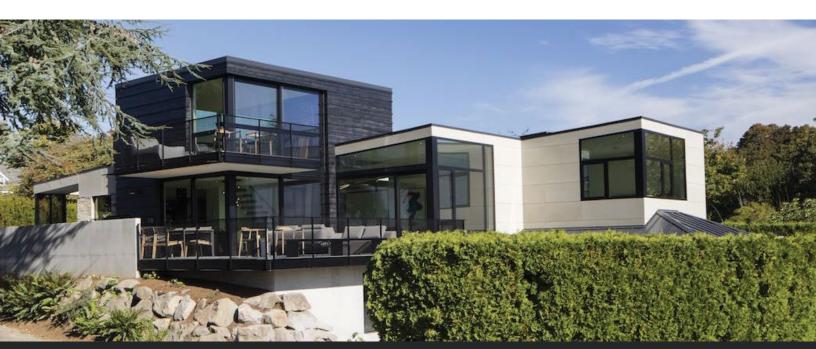
Except as expressly provided in this limited warranty, finish failure or corrosion of aluminum cladding, anodized and other specialty finishes, hardware, or other components due to environmental conditions such as air pollutants, acid rain, salt, sand, chemicals, or other corrosive substances is not covered by the limited warranty.

#### Screens

Screens are not designed to and will not prevent falls.

# **Window Opening Control Devices**

Window Opening Control Devices (WOCDs) are not a substitute for careful supervision of children and may not constitute a restricting device under all building codes. WOCDs must be tested at least monthly.







### DISCLAIMERS, LIMITATIONS, AND ADDITIONAL TERMS AND CONDITIONS

#### Disclaimers

Any claim under this limited warranty must be made in writing and submitted within the applicable warranty period and no later than thirty (30) days after the Owner discovers, or ought to have discovered, a breach of this limited warranty. In the case of a defect that is reasonably discoverable by inspecting any window or door upon receipt from Westeck, such defect must be noted at the time of delivery. Defects not reasonably discoverable by inspection upon receipt must be reported within thirty (30) days and, in any case, before the window or door is installed. Any claim under this limited warranty must be made in writing and must include this limited warranty document or a reference to the date on which it was issued, and the Owner's name and address. Westeck shall not have any obligation under this limited warranty until Owner's share of the replacement cost of the product, as applicable, has been paid in full.

To file a claim, customer may contact: **service@westeckwindows.com** 

WARRANTY TRANSFER: This warranty is transferable only once: from the original contractor/dealer to the Owner or in the event of renovation windows to the occupant of the home who purchased the renovation window products from the contractor or an authorized Dealer.

Westeck reserves the right to discontinue or change any product as manufactured. If the product, component part or color is not available and Westeck determines to make replacement, Westeck shall have the right to substitute a compatible part or component.

Westeck reserves the right to limit transportation and labour costs incurred where the defective product or component is located more than fifty kilometers (31 miles) from the original point of purchase from Westeck.

This warranty expressly does NOT cover the removal of the product or component, other shipping, transportation or delivery costs (except for the limited transportation and delivery expressly provided for above), painting, refinishing, restoration, any installation and set up costs for installation including but not limited to scaffolding and/or swing stage equipment and other similar costs. The Owner is responsible for arranging and paying for all these services and costs.





WESTECK MAKES NO WARRANTY THAT THE GOODS SHALL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE, NOR DOES WESTECK MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, EXCEPT AS EXPRESSLY SET FORTH HEREIN. WESTECK WINDOW MFG INC. SHALL NOT BE RESPONSIBLE OR LIABLE TO THE OWNER OR TO ANY THIRD PARTY FOR ANY LOST PROFITS OR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR CONTINGENCY DAMAGES OR LOSSES FOR ANY BREACH OF WARRANTY OR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, THE PRODUCTS FOR ANY PURPOSE WHATSOEVER. THE OWNER AGREES THAT THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST WESTECK SHALL BE FOR THE REPLACEMENT OF, OR REFUND OF, THE PRODUCT AS STATED HEREIN. WESTECK TOTAL CUMULATIVE LIABILITY UNDER THIS LIMITED WARRANTY IS LIMITED TO THE DOLLAR AMOUNT OF THE OWNER'S ORIGINAL PAYMENT FOR THE PRODUCT.

No modification or amendment of this limited warranty shall be binding on Westeck unless made in writing and signed by an authorized manager. This document constitutes the entire limited warranty made by Westeck. The terms, conditions, covenants and provisions contained in this limited warranty may be waived only in writing and signed by an authorized manager of Westeck. The invalidity or unenforceability of any provision of this limited warranty shall not affect the validity and enforceability of any remaining provisions, and this limited warranty shall be construed in all respects as if any invalid or unenforceable provision is omitted.

Some States/Provinces do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some States/Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from State/Province to State/Province.

This agreement shall be deemed to have been made in the City of Chilliwack in the Province of British Columbia and all matters arising hereunder will be exclusively governed by and construed in accordance with the laws of the Province of British Columbia, Canada applicable therein, and all disputes and claims arising out of or in connection with this Agreement or in respect of any defined legal relationship associated therewith or derived there from, whether for specific performance, injunction, declaration or otherwise howsoever both at law and in equity, shall be exclusively referred to the Provincial Court of British Columbia, Chilliwack Registry or the Supreme Court of British Columbia, Canada, Chilliwack Registry.

