

# Canadian Glass Standard Can/CGSB-12.3-M91

The following information should be used as a guide in determining whether or not a scratch or defect in the glass surface - between the panes - is to be considered a defect or not. It is in the nature of float glass to contain natural defects or imperfections. Criteria is based on the Canadian General Standards Board for float glass, primary glass suppliers, industry standard of the suppliers for tempered and reflective glass, and ASTM C 1036-06 Standard Specification for Flat Glass.

## **Inspection Method.**

The glass is to be inspected held in a perpendicular position using daylight without direct sunlight (e.g. on an overcast day), or with a background light suitable for observing any imperfections, at a distance of 3 meters (10 feet).

“Normal viewing area” is defined as an ellipse or circle having axes equal to 80% of the height and width dimensions of the glass panel.

## **Linear Blemishes – scratches, scrapes and other similar imperfections.**

Scratches of up to 75 mm (3 inches) in length shall be acceptable if they are not visible at a distance of 3 meters (10 feet).

Scratches visible at 3 meters (10 feet), which are up to 75 mm (3 inches) in length shall be acceptable if within 75 mm (3 inches) of the edges of a lite, or are not within the normal viewing area.

## **Point Blemishes (reflective and LoE products) – gaseous inclusions, knots, dirt and other similar imperfections.**

Pinholes visible at 3 meters (10 feet), which are less than 1.6 mm (1/16 inches) in diameter, shall be acceptable. Large clusters, or close spacing of pinholes, visible at 3 meters (10 feet) shall not be acceptable in within the normal viewing area.

## **General – Vision Glazing.**

Any other defects in the viewing area that are not readily visible at 3 meters (10 feet) shall be acceptable. Any imperfections in the coating within 10 mm (3/8 inches) of the edge of the lite shall be acceptable.

Unacceptable defects in glass units must be reported within a month of delivery / pickup, and the defective unit must be returned, with the defect circled with permanent marker on the glass.

Please note that this does not apply to cracked glass, or scratches on the exterior of the window panes, which must be noted on the shipping papers at time of delivery / pickup.

### Warranty.

This warranty is applied in full only to products paid in full and installed by Jacewicz European Windows Inc.

Any contractor purchasing the product from Jacewicz European Windows Inc. is responsible for warranty covered issues, including adjustments of hardware with Jacewicz European Windows Inc. supplying hardware parts free of charge in the first 2 (two) years' time and in remainder of 10 (ten) years with shipping charges applied.

Products not installed by Jacewicz European Windows Inc. will have warranty coverage for hardware and glass with not acceptable scratches and blemishes inside the sealed glass units as indicated in Canadian Glass Standard Can/CGSB-12.3-M91 which is attached at the beginning of this warranty and need to be noted on delivery papers.

As during installation done by third parties, we are not able to control installation methods Jacewicz European Windows Inc. is not responsible for water penetration or air infiltration as frames can be stretched or twisted during improper installation process.

Jacewicz European Windows Inc. is not responsible for adjustments of windows and doors installed by others than Jacewicz European Windows Inc. as adjustments are responsibility of installers installing the product and should be done during installation of the product and readjusted later if necessary.

#### PVC-COLORED AND WHITE

PVC extrusions (sashes, frames, glazing beads) shall be warranted for a period of five (5) years.

It is possible for darker (colored) uPVC profiles to experience small amount of deformation due to heat exposure and this is to be treated as normal uPVC behavior and not as a defect.

Areas close to the ocean waterfront within 2 kilometers of the shore are not covered by this warranty.

## OPERATING HARDWARE

Operating hardware for European Windows Platinum Line Windows and Doors is warranted against defects in material for a period of ten (10) years with regular (two times a year) lubrication of the hardware performed by Jacewicz European Windows Inc. representative. It is client's responsibility to arrange a service call to perform lubrication of the hardware.

Accessory hardware, i.e.: stay arms, restrictors and handles, are warranted against defects in material for a period of two (2) years.

Retractable screen mechanisms are warranted against defect in material for a period of two (2) years only where the screen was installed by European Windows. Screen mesh is not covered by this warranty at any time.

This warranty does not cover scratched, abused or altered hardware, nor discoloration on finishes.

## GLASS UNITS & FRONT DOOR PANELS

Insulated glass units are warranted against the failure of the hermetic seal for a period of ten (10) years. Insulated glass units are warranted against the spontaneous glass breakage for a period of two (2) years. Door panels are warranted to be free from material chipping, pitting, rotting or corroding for a period of five (5) years.

## EXCLUSIONS

These warranties do not cover glass breakage, frost or condensation on the exterior glass surfaces.

These warranties also do not cover surface glass scratches not noted at time of delivery, color of glass, bent glass, triple insulating decorative/art type glass, distortion (including tempered glass), or any other failures or operating difficulties due to accident, abuse, misuse, alteration, misapplication, faulty building construction or design, improper or insufficient handling, storage, installation, maintenance or service, non-standard installations including, but not limited to, installation in a non-vertical, upside-down, on the side or out-of-square position.

Also excluded from these warranties are failures or operating difficulties resulting from the exposure to corrosive fumes or condensates, stress from thermal movement of the structure in which the glass is installed, use of films and coatings on the surface of the unit, or use in swimming pool, whirlpool tubs, spas or other high humidity areas without adequate ventilation or humidity control. In addition, there is no coverage under these warranties for installation or other costs and expenses incurred due to the replacement of the glass. Furthermore, this warranty does not cover loss of time, inconvenience, nor does it cover delays or construction costs for late or damaged delivery or incidental or consequential damages. This warranty does not cover costs associated with the replacement of glass which meets or exceeds US and Canadian glass standards. This warranty does not cover the replacement of surface applied grids (SDL's-external grids) regardless if the glass is being replaced under this warranty.

## GENERAL CONDITIONS, LIMITATION AND EXCLUSIONS.

This warranty applies only to products installed in structures located within Canada. This warranty is given to the original purchaser of the product. This warranty is not transferable. The warranty period begins on the date products are paid in full. This warranty does not cover products where the total amount owing has not been paid for in full. This warranty does not cover damage, breakage or loss during transit by others. Transit by others means any common carrier or delivery service other than Jacewicz European Windows Inc. vehicles. Claims against the carrier are the responsibility of the consignee. This warranty does not cover against the effects of, or damages caused by: improper installation, normal wear and tear if there is no record of scheduled hardware maintenance, abuse; harmful fumes, vapors or chemicals; strong solvents; building heat; structural movement or settling; painting or staining of PVC parts; harmful cleaners or excessive temperature exposure; harsh cleaning methods; natural weathering or fading of exterior finishes; finish failures due to air pollution or corrosive substances; intentional acts; unreasonable use; accident; negligence; improper care; lack of maintenance as per maintenance instructions; improper handling; deformation, warping and cracking of the PVC profile due to extreme temperature exposure; windows and doors that exceed minimum or maximum recommended sizes; acts of nature (such as fire, flood, earthquakes or storms); any other causes beyond European Windows's control.

Salt and other corrosive or abrasive materials must not build up on the exterior surfaces of the PVC or hardware. Exterior surfaces must be cleaned with a mild detergent soap and water at least every three months. Refer to European Windows maintenance instructions for complete details. The environment within one mile of the seacoast can be extremely corrosive. Even with the appropriate maintenance, products installed in this environment will typically deteriorate more than products installed in a less severe environment. Some corrosion and/or deterioration is considered "normal wear" in this environment.

The installation must be carried out in keeping with European Windows's installation guidelines, with good construction and sound glazing practices. During the installation of the product installers need to make sure the frames are installed plumb, square, level and not twisted or stretched which will void the warranty. Stretching or twisting the frames can cause windows/doors to lose seal. This warranty shall be considered void if the cause of failure can be traced to improper installation. This warranty does not apply to windows and doors installed in structures that do not allow for proper management or drainage of moisture. This warranty does not extend in any way to cover the actual installation of the windows and doors and/or interface details between the window/door and building structure, as Jacewicz European Windows Inc. has no control over those matters. Gaskets and seals are not covered by this warranty if windows and doors are operated in not correctly adjusted operators (sashes, door slabs) Need to apply silicon to connection points of window/door frames is sometimes necessary and is not to be viewed as a defect but normal installation procedure.

Jacewicz European Windows Inc. does not make any other representations or warranties, expressed or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. In no event shall Jacewicz European Windows Inc. be responsible for special, direct, indirect, or consequential damages of any kind, including, but not limited to, loss of use, loss of profits or goodwill, or other commercial loss or injury however occasioned, whether by negligence or otherwise.

This warranty gives you specific legal rights and you may also have other rights, which may vary from Province to Province. No representative, dealer or any other person is authorized to make any warranty,

representation or promise with respect to the windows and doors sold by Jacewicz European Windows Inc. No terms or conditions other than those stated here, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding on Jacewicz European Windows Inc.

This warranty applies only if the products are used for the purposes for which they are intended and are installed and maintained by Jacewicz European Windows Inc. installers.

#### REMEDIES AND LIMITATIONS

During the first year of the warranty period, European Windows will provide both labor and materials to repair or replace defective items. Adjustments are not covered under this warranty, as they are considered part of regular maintenance. If, upon inspection, it is found to be a non-warranty issue, a service call fee will be charged. After the first year, European Windows liability shall be limited to the repair or supply of replacement materials only. All travel and/or shipping costs for warranty-related labor, replacement items or parts shall be the responsibility of the purchaser for the full term of this warranty. Written notice of any claim under this warranty must be given to Jacewicz European Windows Inc. within 30 days of discovery and in any event within the above stated warranty period. Proof of purchase and proof of maintenance, must also be included with the claim. In case of a defect reasonably discoverable by inspection of any window or door upon receipt from European Windows, such defect must be noted at time of delivery. Defects not reasonably discoverable by inspection upon receipt must be reported within 48 hours, and in any case before the window or door is installed. No warranty or warranties will apply in the absence of such notice. After receipt of such notice, a representative of European Windows will examine the claim and advise the customer concerning disposition of the claim.

The sole and exclusive remedy with respect to this warranty is limited to repair or replacement of defective items by Jacewicz European Windows Inc., and does not include replacement of immediate framing or finishes, temporary enclosure or associated labor, material or installation costs, modification or installation of alarm systems, etc. Installation or other similar activities necessary to complete any replacement will be the consumer's responsibility.

When European Windows determines to make replacement under this warranty, parts or materials of equal quality may be used if exact replacement cannot be made. European Windows reserves the right to improve, change or discontinue its products any time without notice.

CLIENT SIGNATURE AND DATE

JACEWICZ EUROPEAN WINDOWS INC. REPRESENTATIVE

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