

## Warranty

- 1. **Windows**: Manufacturer LIFETIME for vinyl frames (25y), painted windows (15y), glasses (10y), handles and locks (10y).
- 2. **Porch Enclosures and Storm doors**: Manufacturer LIFETIME (25y) for aluminum frames and glasses. Hardware (1y)
  - Roofs for porch enclosures: shingle roof 3 years, aluminum roof 5 years. No warranty against rattling or shaking of glass inserts on storm or porch enclosure doors or panels.
  - All porch enclosures are 3 season, single glazed units and under certain circumstances some air or/ and water infiltration may occur. Not guaranteed against air and water leakage as per Government standard in accordance with C.G.S.B. 82-GP-3M
  - Manufacturer provides replacement parts for door closers, pumps, door safety chains and porch enclosure window latches (1y). No warranty applies to doors, screens or door hardware (safety chain, hinges, pump, screws, lock) accidentally damaged by any person/animals or damaged by weather (wind, hail, falling trees etc).
  - Manufacturer supplies and Vinyl-Professionals installs porch enclosures with single pane glasses covered with protective powder coating which may look like dirt. That coating serves to protect the glasses from damage, scratching and sticking during transportation and installation. The customer may require to wash out the protective coating 3 days after the installation is completed.
  - In case of existing posts removal, the new porch enclosure aluminum corner post must be installed exactly at the same position as the old post to prevent the roof from sagging, spreading and other structural damages.
- 3. **Doors**: Manufacturer LIFETIME (15y) for slabs and frames. Glass units (5y). Hardware (1y)
- 4. **Patio doors**: Manufacturer LIFETIME (20y) for vinyl components and glasses. Blinds (5y). Hardware (2y)

- 5. **Shutters**: Manufacturer LIFETIME (25y) for frames and panels. Hardware (5y)
- 6. **Workmanship** of all Vinyl-Professionals Windows and Doors (Seller) products has a limited warranty for a period of five (5y) years from the date of installation.
- 7. All products: Paint warranty (2y) and stain warranty (1y)
- 8. Vinyl-Professionals assumes no responsibility for painting or touch-ups, stucco, drywall, tiles, stone, concrete or plaster repairs and cracks, fixing holes and imperfections after an existing porch enclosure or posts removal or damage to the existing homeowner's materials, garden plants or landscaping and removal or re-installation of window coverings and security/ alarm systems.
- 9. Any products which have been installed, modified, repaired or tampered with by any person other than an authorized Vinyl-Professionals representative will void the warranty. This warranty does not cover damage of any kind caused by misuse, abuse or negligence, fire or acts of God.
- 10. Screens damage, door sweeps, door thresholds, natural shrinking of caulk, rusty screw and glass breakage of any kind are not covered under this warranty. No warranty against rattling or shaking of glass inserts on all storm doors and panels.
- 11. The Warranty does not cover routine and seasonal adjustments of a door, frame or bottom sweep caused by seasonal foundation, house shifting or frost. All doors may bind at times. Exterior doors are subject to severe conditions because of the exposure to both internal heat and external elements. A certain amount of expansion and/or contraction may be expected during a time.
- 12. Vinyl-Pros installers always do their best to keep properties clean and minimize messes after the installation. It is a customer's responsibility to do a final clean up after our team leaves the property.
- 13. No warranty for any shifting, sagging, raising of the existing customer foundation, deck, floor or any structural settlements, frost heaving that lead to product failure or damage.
- 14. Full warranty details at https://www.vinyl-pros.ca/limited-warranty/

## Conditions

## It is agreed between the parties

- 1. Only what is specified in writing will be done as per contract. No work or alterations are to be done on the property unless specified and listed on this contract.
- 2. The title in the said articles shall remain in the Seller, at the Purchaser's risk until full payment of the purchase price and interest, as herein provided, and all monies due hereunder or any renewals or extension thereof, or of said note or under any Judgement recovered in respect of said note or shall not have been paid. He said articles shall be kept at the Purchaser's above address and shall not be removed without the consent of the Seller and the Purchaser shall not sell or transfer any interest in the property or contract until the full payment of the purchase price is made. The Purchaser irrevocably agrees to allow the Seller to enter the premises to remove the items of the contract in the event so of nonpayment.
- 3. Delivery and installation is to be made as soon as possible and the Seller shall not be liable for failure to perform this agreement in whole or in part, if prevented by acts of God, public enemies, storms, fires, strikes, boycotts, unavoidable accidents, embargoes, shortage of labor, emergency regulations or other causes beyond its control.
- 4. The Seller does not guarantee 100% waterproof of porch enclosure or storm doors.
- 5. The said goods shall remain personal or movable property and shall not be deemed part of the realty, even though affixed or attached thereto and whether or not placed upon permanent foundations.
- 6. Acceptable by the Seller of any renewal or collateral notes or the recovery of any Judgement against the Purchaser shall in no way affect the rights of to the Seller to repossession and sale of the articles and loss or destruction of the articles shall not release the Purchaser from payment in full.
- 7. Should the Purchaser make default in payment hereunder, or violate, any of its terms, of become bankrupt or insolvent, or sell or dispose of the said articles contrary to the provisions of this agreement, all installments shall immediately become due and payable, and the Seller may forthwith take

possession of the articles, and any accessories added thereto, without legal proceedings, and for such purpose may enter any premises without notice and shall not be responsible for any damage caused thereby.

- 8. Balance of contract price will immediately become due for payment on substantial installation and the Purchaser shall be required to make payment without any deduction, reduction, set-off or counter claim whatsoever, unless otherwise specified on the contract. The Purchaser shall be liable for all cost of collection and other charges incurred as a result of default in payment. In the event that the Purchaser does not meet payment as required herein when due or is in breach of the Seller's payment terms, the Seller reserves the right to suspend or void any warranty on the purchased goods and to pursue legal action at the Purchaser's expense. The owner of a property is responsible for ensuring all permits are obtained if required .
- 9. This contract after its acceptance by the Seller may not be cancelled by the Purchaser after the period provided in the *Consumer Protection Act Cancellation*: Cooling-off period. "A consumer/purchaser may, without any reason, cancel a personal development services agreement at any time within 10 days after the later or receiving the written copy of the agreement and the services are available. 2002, c.30, Shed. A, s.35(1)"
- 10. Contracts that are called Rushed, being contracts to be started within 6 weeks from date of execution of the contract may not be cancelled within 10-day period as defined in the Consumer Protection Act. The Purchaser may only rescind the contract in writing by fax at **416-273-3533** or email **info@vinyl-pros.ca** no later than 2 days after receipt of duplicate copy of the within contract.
- 11. Vinyl-Pros installers always do their best to keep homes clean and minimize messes after the installation. It is a customer's responsibility to do a final clean up after our team leaves the property.
- 12. The Seller has no responsibility to deal with any installation of any alarm work to the property. The Purchaser is responsible to contact his alarm company after the completion of any work done by the Seller.
- 13. The Purchaser is solely responsible for the removal of all blinds, curtains and or window coverings before the commencement of work done by the Seller. The Seller shall not be responsible for any damage caused for the removal of any window coverings.