

Except as set forth in the Special Coverages section below, we warrant that if your Clearrex Product exhibits a defect in material or workmanship within the time periods for the date of purchase as specified below, we will, at our option, repair, replace or refund the purchase price of the product or component part. Skilled labour (where deemed necessary by us) to repair or replace any component is provided for two (2) years from the date of purchase with the exception of one (1) year for Stress Cracks. (See General Limitations section for any exclusions)

## 20 Year (Lifetime of Product) Limited Fiberglass Door Panel & Steel Door Panel Warranty

For a period of 20 years from date of purchase, Clearrex warrants the original purchaser that their door panel will be free of manufacturing defects in material and workmanship, including thermal bowing. The door slab or sidelite product shall be covered under warranty provided that the door has been installed correctly and that none of the exclusions following apply. The warranty excludes any defects in the coating on the door (factory applied door finish covered separately), any glass inserts (sealed glass covered separately), hardware or other accessories. Also excluded are defects resulting from the following; (1) improper use (2) improper installation; if the door is hung too tight, stressing out the slab within the opening or stress due to movement of the building or building components used and expansion/contraction of same (3) improper maintenance or failure to follow any applicable installation, care or maintenance instructions (4) any modifications to the door i.e. cut downs, trimming (5) If the frame is not installed square, level and plumb and is affecting the door's performance in a negative manner (6) If foam PVC or composite jambs used in the system are not well supported and shimmed adequately around the system causing movement and distortion of the frame (7) Any modification to, or installation of hardware or any other components must not cause any water infiltration or other damage to the door, nor alter the initial properties of the door (8) Any damage caused by exposure to excessive heat (e.g. a door installed behind an unventilated storm door and exposed to the sun, a fire, etc.) (9) Exposure to fire, acid, chemicals or fumes (10) natural disasters

# 10 Year Limited Sealed Glass Warranty

For a period of 10 years from date of purchase, Clearrex will provide to the original purchaser, replacement of any sealed glass component of a Clearrex product which has developed material obstruction of vision due to film formation on internal glass surfaces caused by seal failure. Such replacement is warranted for the remainder of the original warranty period. Clearrex 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. Condensation or frost on exposed room side surfaces of your Clearrex product are not a defect in the product but a result of excessive humidity

# **5 Year Limited Parts Warranty**

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

#### 2 Year Limited Factory Applied Door Finish Warranty

For a period of 2 years from the date of purchase, Clearrex warrants to the original purchaser 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 Clearrex's control are not considered defects in the factory finish. This warranty covers the cost of touch-up 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. Note: There will always be some minor imperfections when painting a smooth fiberglass/steel panel; therefore, these small imperfections will not be classified as a defect in workmanship. For stain finishes, the clear topcoat is not covered under this warranty; it is recommended that the clear topcoat be reapplied every 2 years.

## **Limited Stress Crack Warranty**

For a period of 1 year from date of purchase, Clearrex will provide to the original purchaser replacement of any sealed glass component where such replacement is required due to a stress crack, provided said stress crack is deemed by an authorized Clearrex representative to be solely due to a manufacturing error. Such replacement is warranted for the remainder of the original warranty period. Clearrex will not replace any sealed glass component deemed by Clearrex to have a stress crack, if said component has had any liquid, plastic or other coating or covering applied to it.





#### **General Limitations:**

- -Clearrex reserves the right to void all warranties on product not fully paid for.
- -Clearrex reserves the right to require the original invoice number and the date of purchase for any warranty claim submitted.
- -Where the product is located in an area that is 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 Clearrex representative, Clearrex reserves the right to deliver the replacement part to the Clearrex office, Dealer or Distributor nearest the place of installation and it is the customer's responsibility to complete the repair.
- -It is the customer's responsibility to coat and seal natural wood parts immediately after delivery so as 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 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. Clearrex makes no warranty as to the amount of argon remaining in the product at any time after manufacture.
- -In the event that the product initially purchased has been discontinued or modified, Clearrex reserves the right to substitute the original components with components of comparable quality and price.
- -Clearrex reserves the right to refund a portion of the customer's purchase price of the product in lieu of providing a replacement component and/or labour to replace or repair the component.
- -Clearrex reserves the right to void warranty due to: extreme artificial temperature buildup or exposure including outdoor grills, storm windows and doors, interior and exterior reflection from roofs, windows, walls, window coverings or other surfaces; harmful fumes, chemicals, accumulation of dirt, staining or mildew.
- -Under no circumstances shall Clearrex be obligated to provide a replacement of any component of a Clearrex product where the need arises out of, the failure to install the product strictly in accordance with Clearrex instruction, any accident, fire, flood, severe or unusual weather conditions, act of war, misuse or abuse, vandalism, improper handling, improper maintenance (including inadequate air circulation around Finished Products) or any other cause not within Clearrex's direct control. Any modification, alteration or attempted repair of a Clearrex product without Clearrex's written consent, or not made strictly in accordance with any applicable Clearrex repair instructions, voids all warranties with respect to such product.
- -Except for the express warranties set forth herein, Clearrex 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 Clearrex to any representation or warranty not specifically included herein.
- -All remedies with respect to any claim regarding a Clearrex 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 or warranty, contract, negligence, strict liability or any other theory.

IN NO EVENT WHATSOEVER SHALL CLEARREX 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.

# To submit a warranty claim: INVOICE NUMBER AND DATE OF PURCHASE MUST BE SUPPLIED

Mail/Fax/Email/Phone detailed information about the issue to:

Clearrex Inc. 2681 Steeles Ave W.

Toronto, ON M3J 2Z8 Phone (416) 665-4300 Fax (416) 665-4310 E-mail: sales@clearrex.com

All claims will be subject to the Warranty Claim, Evaluation, Service Request Policy & Procedures in place at the time the warranty claim is submitted.