



www.humphrey-products.ca

*"NXT
Generation"
Warranty*

Dealer: _____

Humphrey
Order #: _____

Home Owner
Name & Address: _____

WINDOWS

Effective January 1, 2017

WORKMANSHIP

Subject to the terms and conditions stated herein, Humphrey Products offers a transferable, Lifetime Warranty to the original purchaser, that all windows manufactured by Humphrey Products will be free from manufacturing defects as a result of workmanship in the production and final assembly of the finished windows. For this purpose lifetime, means from the date of the original customer purchase for as long as the purchaser owns the home.

SEALED GLAZING UNITS

Humphrey Products offers a transferable **Twenty Five (25) Year** warranty to the original purchaser that the "Super Spacer" IG Units contained in its windows will be free from material or manufacturing defects and will not suffer seal failure resulting in moisture or dust infiltrating the space between the panes of glass. Under no circumstance is cracked or broken glass covered under this warranty.

All metal spacer bars will be covered by a Transferable **Ten (10) Year** warranty.

Sealed units replaced under warranty are covered under the remaining warranty of the original windows.

Humphrey Products will cover the "Reasonable" Cost of the labor only, as set out in Humphrey's most recent "Dealer Service Costs" schedule, to replace defective sealed units for a period of One (1) Year from the date of the original purchase. Cracked glass is not covered by Humphrey!

Sealed units purchased for use in windows older than Five years or Non-Humphrey Products windows are warranted for a period of **Five (5) Years and are not transferable.**

This warranty does not cover normal minute bubbles, crystals, fish eyes, or small scratches inherent to the glass manufacturing process.

Sealed units made using Lexan sheet as a protective layer in the place of the exterior pane of glass is not covered by this warranty.

VINYL COMPONENTS

Subject to the terms and conditions stated herein, Humphrey Products offers a **Transferable Lifetime Warranty** to the original purchaser of the windows that the "Vinyl Material" used in the manufacture of its windows will be free from manufacturing defects that cause fading, blistering, peeling, flaking, cracking or corroding of the vinyl window components, excluding any painted vinyl material.

Use of harsh abrasive, solvent based cleaners may harm the surface and will void the warranty.

HARDWARE

Humphrey Products warrants that the original operating hardware, hinges, screens frames, locking handles, rollers, tilt latches, and other hardware used to operate the windows for a period of **Twenty (20) Years (transferable).**

PAINTED WINDOWS

Humphrey offers a limited ten year warranty, direct from the applicator that the paint used to coat the surface of the vinyl will not flake, chip, crack or peel for a period of ten years from the date of manufacture. This warranty does not cover fading as a result of exposure to harsh environment conditions, weathering, or direct intense southern exposures.

LAMINATED COLOR WINDOWS

The adhesion of colored vinyl film to the vinyl substrate is warranted for life as per the manufacturer's warranty. The color of the film is warranted against fading for a period of ten years. This warranty does not cover fading as a result of exposure to harsh environmental conditions, excessive weathering or direct intense southern exposure.

LIMITATIONS – CONDITIONS NOT COVERED BY THIS WARRANTY

Humphrey Products liability under this warranty applies to the Purchaser only and is limited solely and exclusively to replacement of defective product. Unless previously stated, in no event shall Humphrey Products be liable for labour, installation, reinstallation, crating, freight, travel, taxes or any other charge related to the defective Product.

Humphrey Products will not be responsible for installation, repainting or refinishing work associated with the replacement of warranted items. It shall be the Purchaser's responsibility to complete the replacement or repair of these items.

EXCEPTIONS TO LIMITATIONS

Humphrey Products may from time to time choose at its sole discretion to cover the repair or replacement of defective products deemed to be beyond warranty terms, on a case by case basis based on the circumstances at the time of the claim. In choosing to do this it in no way indicates an acceptance on Humphrey Products behalf of responsibility or liability in any manner with regards to damage, products, manufacturing, installation, suitability of product use, configuration, size limitations, processes or assembly.

COMMERCIAL OR INSTITUTIONAL APPLICATION WARRANTY

Humphrey Products warrants its windows being used in other than single family residences occupied by the purchaser applications for a period of **Ten Years**. For clarity single family residences being used as rental properties are considered commercial.

NORMAL WEAR & TEAR

This warranty does not cover the routine wear of components through normal usage, or the need for regular maintenance of the products.

Being a high usage product, certain components used in the assembly are subject to routine wear and tear, weathering, or abuse. Some of these components include roto gears, hinges, locking handles, rollers, tilt latches, spring balances, weather stripping and other types of hardware.

This warranty does not cover routine cleaning, maintenance or adjustments to the items mentioned above or damage caused as a result of the lack of attention to the care for these items.

VISUAL DEFECTS OR DAMAGE

Any defects or damage must be reported at first inspection, but no later than thirty days from date of installation of products.

Acceptable Standards

Viewing

The industry standard for viewing possible defects in glass sealed units and door sealed units is at a minimum distance of 10 FT while standing directly in front and looking straight at the glass under "normal" lighting conditions without the use of any artificial light such as flash lights, trouble lights etc.. Or manipulation of the glass panel.

Scratches & Marks

Light scratches and rub marks are considered acceptable if unseen under normal viewing conditions and not felt with a light scratch of the finger nail. Scratches and marks felt with your fingernails but less the 1/4" long are considered acceptable. Heavy and long scratches or marks readily visible are generally cause of rejection.

Exclusions

Humphrey Products does not cover damages on issues that are a result of:

- a) Accident, neglect, abuse or improper use;
- b) Sagging floors or movement, expansion or contraction of buildings, or building materials
- c) Damage due to freight or any other means of transportation or handling by the transport company selected.
- d) Improper installation by the builder, dealer or customer in their failure to follow commonly accepted industry practices for installation. Some of these practices include but are not limited to; ensuring the window unit once installed is exactly plumb, square and true, adequately and properly shimmed on all sides, with screws installed properly into the wall framing member to ensure the window is solidly secured in place.
- e) Improper application, building design error
- f) Improper maintenance or service.
- g) Fire, corrosive fume, condensate damages, acts of God, and/or any events beyond the control of Humphrey products.
- h) Above normal humidity levels, 25%-35% depending on time of year.
- i) Water damage, flooding, tornados, high winds.
- j) Artificial effects on temperature through the use of blinds, storm doors or windows, aluminum foil, vinyl wrap or other items not originally used in the manufacture of the product.
- k) Humphrey Products will not provide warranty

coverage on window or door products that have not been completely paid for.

FILING A WARRANTY CLAIM

To file a claim under this Warranty please follow the steps listed below;

If a customer believes there is a legitimate defect in material or workmanship subject to the provisions above which may justify a warranty claim, he/she should first consult the dealer or representative the products were originally purchased from and responsible for the installation. The dealer/representative will verify that the problem is in fact a qualifying defect and not the need for minor adjustments sometimes required post installation, or not a result of the installation.

The dealer/representative once determined if the defect is justifiable as a warranty claim should contact Humphrey Products to arrange for replacement or repair of the defective component. Humphrey Products will require the following information;

- i.) Name and address of the customer
- ii.) A copy of the original invoice for the product
- iii.) Pictures of the defective component, the area surrounding it, or believed to be defective
- iv.) All information should be forwarded to our Customer Service Department.
- v.) Humphrey Products may require defective products to be returned to Humphrey for further inspection and evaluation of defect.

A copy of the original bill of sale must be presented at the time that a warranty claim is made!

Timing

Humphrey tries to take care of any claim as quickly as possible. Humphrey Products reserves the right to investigate any claim. Please allow time for review of the claim by us and the manufacturer of the potential product being considered under warranty. Upon receiving notification, Humphrey will work through the dealer to set up a time for a potential on site inspection if required and then will take appropriate action to have the claim reviewed and resolved under the terms of this warranty.

Upon verification of a claim, Humphrey Products shall provide for a resolution of the claim within 30 days of the date of Humphrey's inspection through the original Humphrey Products Dealer or representative.

Remedies

If material, components or products are found to be defective within the terms of this Warranty, Humphrey Products at its sole discretion may choose one of the following remedies;

- (1) Repair or replace the warranted product at no charge to the consumer
- (2) Furnish a replacement product
- (3) Provide a refund of Humphrey's purchase cost of the components or prorated portion in lieu of furnishing a replacement.

Replacement of products and or material does not restart this warranty. Warranty on replacement products and material only extends for the balance of the original warranty period. If the same product is not available due to discontinuation, then Humphrey will provide a substitute of similar description and value.

Materials used in manufacturing may change over time; parts used as replacement may not be an identical, visual or exact match or color shade match to the original component.

Travel, shipping and service charges may apply.

THIS WARRANTY IS EFFECTIVE AS OF JANUARY 1, 2017. ANY AND ALL PREVIOUS WARRANTIES WILL CONTINUE TO APPLY TO WINDOW PRODUCTS MANUFACTURED BY HUMPHREY PRODUCTS OF WINNIPEG PRIOR TO THIS DATE.

Transferability

Portions of this warranty are transferable to a second home owner, in the event that the original purchaser sells the home or residence within **Five (5) Years** of the date of the purchase of the windows. For clarity it is the balance of the remaining warranty that is transferable. If transferring please fill out the attached transfer Card and forward to Humphrey Products along with a \$75.00 Administration fee.

TRANSFER CERTIFICATE

Original Purchase Date: ____/____/____

Effective date of transfer/ Sale: ____/____/____

Original Purchaser /Property owner:

Address of Property Windows Installed In:

Humphrey Preferred Dealer:

Copy of original Invoice Included: Yes ___ No ___

Please enclose check for \$75.00 Administration fee payable to;

Humphrey Products of Winnipeg
1315 Inkster Blvd., Winnipeg, MB R2X 1P6