



## TRANSFERABLE LIMITED WARRANTY SOKOLKA WINDOWS

### 1. PRODUCTS INCLUDED

Elite 92 Alu  
Thermo 80 Alu  
Style 68 Alu  
Puro  
Puro Passive

Vetta Building Technologies Inc. ("Vetta"), warrants that under the conditions of the installation done to industry standard, normal use and proper maintenance, Vetta windows will be free of defects in material or workmanship for the indicated time periods described in this Limited Warranty.

Please read this entire Limited Warranty to ensure that you understand the terms and conditions stated below. By installing this product, you are acknowledging that this Limited Warranty is part of the terms sale.

### 2. ARBITRATION AND CLASS ACTION WAIVER ("Arbitration Agreement")

You and Vetta have agreed to arbitrate any disputes arising out of or relating to the products and waive the right to have a court or jury decide disputes. You waive all rights to proceed as a member or representative of a class action, including class arbitration, regarding disputes arising out of or relating to your products. You may opt out of this Arbitration Agreement by providing us with notice no later than ninety (90) calendar days from the date you purchased or otherwise took ownership of your products. To opt out, you must send notice by email to Vetta at [warranty@vettawindows.com](mailto:warranty@vettawindows.com), with the subject line "Arbitration Opt Out". Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to your products.

### 3. COMMENCEMENT AND TRANSFERABILITY OF WARRANTY

This Limited Warranty begins on the date of delivery to the purchaser's jobsite or delivery to the Vetta warehouse, whichever comes first. The Warranty is offered to the original purchaser and is transferable to subsequent owners with proof of home ownership for the periods specified below. The Warranty will be void if the product has been removed from the location where it was originally installed.

### 4. COMPONENTS

#### A. ALUMINUM CLAD WOOD FRAMES – 10 years

#### B. INSULATING GLASS UNITS

(\*Note: The warranty of these IGU's is limited to the failure of the hermetic seal resulting in fogging which causes a visual obstruction.)

- Annealed and Tempered Glass - 10 years  
(If exceeding 60 sq. ft. (5.57 m<sup>2</sup>) in area or over 95" (2413 mm) in height or width, replacement only and labour not included – 5 years)
- Laminated Glass and Capillary Tubes – 5 years  
(If exceeding 60 sq. ft. (5.57 m<sup>2</sup>) in area or over 95" (2413 mm) in height or width, replacement only and labour not included – 3 years)
- Glass breakage if deemed to be a manufacturing problem – 1 year

#### C. COATINGS

- Exterior – Aluminum Cladding – 10 years
- Interior Applications:
  - Opaque Colours – 10 years
  - Transparent Colours – 5 years

## A. HARDWARE AND ACCESSORIES

Handles and hardware – 5 years

Screens – 2 years

(\*Note: Screens are not a guard and they do not prevent people from falling through open windows.)

Electric Operators – 2 years

## 5. EXCLUSIONS:

Exclusions from coverage under this Limited Warranty include, but not limited to:

- Product failures outside the warranty period.
- Product that is not paid in full.
- The cost and labour to remove and dispose of all defective Products.
- Providing scaffolding, lifts or specialized equipment.
- Discounted products.
- Specialty products may be excluded from this warranty. Your dealer will notify you prior to ordering.
- Customers purchasing Products from outside of Canada. On legitimate warranty claims, Vetta will supply replacement parts only as indicated in this Warranty. Shipping of the replacement Products from our Stratford, Ontario warehouse and labour will be the responsibility of the homeowner.

Any defect, malfunction or failure to perform that are a result of:

- Windows installed or stored where the relative humidity at any time is not within 30-65%.
- Building structures moving or settling, deflection of framing headers, poor building design and vibration.
- Improper application, installation and storage.
- Damage to Product after delivery (Any damage noted upon delivery must be reported immediately to Vetta).
- Improper handling, misuse and vandalism.
- Defects that will be hidden and have no impact on the useability of the Product.
- Excessive humidity above 65%, moisture and/or condensation due to environmental conditions such as hot tubs, pools and greenhouses.
- Buildings built within 3 km proximity to the ocean (salt spray/mist), where marine coatings have not been applied.
- Improper construction practices which cause damage to the coatings on wood surfaces and gaskets, including but not limited to over spraying paint, drywall mud and dust, stucco, concrete, spray foam, adhesive tapes, extension cords, air hoses and caustic chemicals.
- The use of any silicone on the windows that is not a Neutral Cure product.
- Repairs by an unqualified tradesperson.
- Cleaning supplies which cause damage and include but are not limited to caustic cleaning products, abrasive tools and pressure washers.
- Modifications and alterations including but not limited to security systems, changes to fittings, blinds, shades, plastic films on glass and any finishes applied by the customer.
- Minor imperfections that do not affect the product's structural integrity or obscure vision. Slight colour variations in glass are not a defect.
- Normal wear or tear, including gaskets, weather stripping and natural weathering on surfaces.
- Adverse weather and climate conditions, including but not limited to fire, earthquake, floods, and acts of third parties outside of our control.
- Failure to perform the necessary maintenance as outlined in the Vetta "Owner's Maintenance and Adjustment Guidelines".
- Failure to remove the protective wrap applied at the factory, immediately after Product is installed.
- Holes in the mesh of screens due to normal wear and tear, accidents or by animals and insects
- Specific to Insulating Glass Units
  - Glass breakage unless specifically caused by manufacturing
  - Accidental glass breakage from rough handling or modification
  - Any change to inert gas retention levels
  - Any condensation not inside the IGU
  - Stress cracks in IGU's with a measurement ratio higher than 5:1 or greater than 60 sq. ft. (5.57 m<sup>2</sup>)
  - Glass installed in excess of 946 m above sea level, where Vetta was not notified prior to ordering.

## 6. REMEDIES FOR A WARRANTY CLAIM

Within the Warranty period, notification of claims must be submitted directly by the owner no later than 7 days after the defect first appears on the product.

A remedy with respect to this limited Warranty shall be at Vetta's sole discretion.

In the first year, parts and labour are covered by this Warranty, unless otherwise specified. After the first year, Vetta will supply replacement parts only and labour costs will be the responsibility of the homeowner.

Vetta reserves the right to substitute or discontinue any products or replacement parts.

No compensation will be provided for loss of time, inconvenience, commercial loss, or special consequential or other damages. If an identical replacement part is not available, Vetta reserves the right to use parts of comparable or greater quality.

Any replaced units or parts will retain the remainder of the original Warranty.

To seek warranty service, contact the dealer from whom you purchased the product(s) or Vetta Building Technologies Inc. directly.

email: [warranty@vettawindows.com](mailto:warranty@vettawindows.com)

Provide your name, address, phone number and email address, proof of home ownership, photo showing date of manufacture found inside the IGU and a description of the problem with photos or video.

The remedies described in this Warranty shall be the Owner's exclusive remedy for any claim related to the Product. In no event shall the liability of Vetta exceed the price paid for the affected Product. Vetta makes no other warranties for the Product beyond that described in the Warranty.

**ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. VETTA SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**IN NO EVENT IS VETTA LIABLE OR RESPONSIBLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES, WHATSOEVER, WHICH ARE A RESULT OF PRODUCT FAILURE IN MATERIAL OR WORKMANSHIP.**

**THIS WARRANTY SUPERSEDES ALL PREVIOUS WARRANTIES.**

**DATED: SEPTEMBER 1, 2020**