

**Effective Jan 1, 2019**

C.P. LOEWEN ENTERPRISES LTD.

## **CANADIAN Limited Warranty**

### **CUSTOM SHOP FACTORY APPLIED FINISHES**

#### **EXTERIOR FINISHES**

C.P. Loewen Enterprises Ltd. (Loewen) warrants factory applied exterior stains for a period of one (1) year against defects in materials or workmanship, including blistering, peeling, and flaking. Factory applied exterior paints are warranted for a period of two (2) years against defects in materials or workmanship, including blistering, peeling, flaking, and excessive chalking. Wood naturally changes color over time (typically darkening) and the application of finishes does not inhibit this process. The color change may be more noticeable in woods treated with a clear coat or light colored stain and the appearance of a raised grain or other natural variation in the wood grain may be enhanced by the finish and is not considered a defect.

It is the homeowner's responsibility to regularly clean and maintain the finish. Wear and tear from normal use and/or cleaning is not covered by this warranty. Products installed in coastal environments (within one (1) mile of a sea coast or other salt water source) must be cleaned thoroughly every three (3) months as a minimum and more frequently, if necessary, to prevent the build-up of salt or corrosive residue. Any chips or scratches must be repaired immediately and not left exposed to the elements. Coastal environments can be extremely corrosive and some finish deterioration is normal and should be expected. Areas with higher salt concentration that are within one (1) mile of a sea coast or other salt water source may have more natural deterioration occurring. Documented proof of regularly scheduled cleaning is required.

Failure to comply with the regular cleaning and maintenance requirements within the specified schedule will invalidate this warranty. Thorough cleaning of all exterior window and door surfaces (including those not visible when the operating unit is closed) must be undertaken with mild soap and water and a complete fresh water rinse. Additional maintenance and finishing requirements may be part of the warranty conditions and can be obtained through your local dealer.

#### **INTERIOR FINISHES**

Loewen warrants factory applied interior stains and/or paints for a period of two (2) years against defects in materials or workmanship, including blistering, peeling, flaking, and excessive chalking. Wood naturally changes color over time (typically darkening) and the application of finishes does not inhibit this process. The color change may be more noticeable in woods treated with a clear coat or light colored stain and the appearance of a raised grain or other natural variation in the wood grain may be enhanced by the finish and is not considered a defect.

It is the homeowner's responsibility to regularly clean and maintain the finish. Wear and tear from normal use and/or cleaning is not covered by this warranty.

#### **REPLACEMENT PARTS**

Replacement parts provided by Loewen staff or agents are warranted for ninety (90) days or the balance of the existing warranty, whichever is greater.

## WARRANTY LIMITATIONS

See Custom Shop Limited Warranty for limitations

Product and components of current design may be substituted for the original product purchased. Texture and color variation, nail holes, and fastener marks are not considered defects. Labor is not covered by warranty and will be at the expense of the customer.

All warranty categories are non-prorated except as listed.

This limited warranty supersedes all previous versions and notifications, is not transferable, and applies to product purchased and installed in Canada. The warrantor is C.P. Loewen Enterprises Ltd.

## EXCLUSIONS

This limited warranty excludes coverage for damage to Manufacturer's units or non-Manufacturer components and materials as a result of the failure of components covered by the warranty.

This warranty does not cover:

- Touch-up Paint.
- Factory applied primer.  
Factory applied primer is meant to assist in the adhesion of a field applied finish top coat and is not meant to provide protection in an unfinished state over an extended period of time.
- Minute paint fracturing which may occur in proper fabrication of building parts.
- Scratches, abrasions, or other damage caused by improper handling or cleaning.
- Costs for installation, loss of time, inconvenience, delays in construction, or late delivery.
- Normal wear or discoloration of finishes, including tarnishing; and condensation or frost on exposed surfaces of the insulating glass unit, either on the inside or on the outside of the house resulting from excessive humidity.
- Damage due to direct heat or flame.
- Damage from accident, improper handling, alteration or misuse.
- Damage occurring in transit after leaving the Manufacturer's plant or truck.
- Damage occurring in the customer's storage facility, on site prior to or during construction, through vandalism, theft, or from any other cause beyond Manufacturer's control.
- Damage to products resulting from improper storage.
- Installation in structures lacking adequate moisture drainage or moisture management including units installed without flashing and units with Exterior Insulation and Finish Systems ("EIFS") without proper drainage systems.
- Deficiencies in construction, building design and maintenance.
- Damage resulting from exposure to extreme weather, excessive humidity or excessive dryness.
- Bleed through of resin, pitch or tannins

- Damage while in an unfinished or unprotected state (may include distortion or splitting of wood components). Interiors must be primed, sealed, or finished within 14 days of delivery. Exteriors must be primed, sealed, or finished immediately upon delivery.
- Use of brick wash, chemical solvents or other inappropriate cleaners.
- Acts of God, nature, war, or terrorism.
- Modifications and alterations to product and/or repair or service of the product by anyone other than manufacturer.
- Any use of the product other than for which it was intended.
- Products installed in or near pools, saunas, hot tubs, or other high-humidity environments
- Variations in wood color, texture, pattern and/or grain. These are natural characteristics of wood and are not considered defects.

Defects shall be defined by any characteristic, flaw, failure, weakness, imperfection, or error, determined by Manufacturer to be defective in material or workmanship, under normal use.

Minimal flexing of door panels or door warpage is considered a defect when the deflection exceeds 8 mm (5/16"), providing the door is manufactured with standard multi-point lock and hinge preparation. Minute fracturing of paint finishes is not considered a defect and is excluded from coverage. For doors over 84" in height, a multipoint is required and the warpage is limited to any 84" portion of the door. Warpage will be measured by placing a straight edge or a taut line on the concave face of the door and determining the maximum distance from the straight edge or line to the door face. The door must be properly hung and finished with all surfaces being sealed and cannot be the result of an improperly installed door jamb or a wall out of plumb. Multi-point locks must be activated and used at all times.

## WARRANTY CONDITIONS

THE LIMITED WARRANTY SET FORTH BY THE MANUFACTURER IN THIS DOCUMENT EFFECTIVE JANUARY 1, 2019 IS THE ONLY EXPRESS WARRANTY APPLICABLE TO THESE PRODUCTS. NO ONE IS AUTHORIZED TO MODIFY OR EXPAND THIS LIMITED WARRANTY. THE ABSOLUTE LIMIT OF LOEWEN'S LIABILITY IS THE PURCHASE PRICE OF THE PRODUCT. THERE IS NO OTHER EXPRESS WARRANTY. ANY IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY PROVIDED HEREIN. THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY, AND LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER ANY AND ALL WARRANTIES IS EXCLUDED TO THE EXTENT PERMITTED BY LAW.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above exclusion or limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

## RECEIVING PRODUCT

Upon receipt of product, it is mandatory that an inspection immediately occurs, verifying that the products received are what was ordered. In addition, the product(s) need to be checked for potential freight damage and/or defects.

If the claimed nonconformity is for a warped component, Manufacturer may defer repairing or replacing the product for a period up to twelve (12) months from date of claim or the date when the product was installed, to permit conditioning

and equalization to humidity and temperature conditions. This deferred period will not be counted against the warranty period. In obvious cases of uncorrectable warp, the product will be replaced immediately.

If a product is perceived to be defective, Manufacturer must be notified within thirty (30) days of delivery. To make a claim, contact the Manufacturer dealer where the original purchase was made and provide the order number, item number, or other information verifying the date of purchase.

If the problem is not resolved within a reasonable period of time, please contact Manufacturer directly.

## **CLAIMS PROCEDURE**

- Be sure to file claims within the warranty coverage period.
- To make a claim, contact the Loewen dealer where the original purchase was made.
- Provide information verifying date of purchase.
- If the problem is not resolved within a reasonable period of time, please contact Customer Service at Job Site Services at [cjs@loewen.com](mailto:cjs@loewen.com), phone 1-800-563-9360 or fax 1-800-563-9361.

The manufacturer may have a representative inspect the product and remove samples for technical analysis.