



WARRANTY

TERMS AND CONDITIONS

LIMITED WARRANTY AND LIABILITY

The following limited warranty (*hereinafter "Warranty"*) relates only to products (*hereinafter "Product"*) manufactured by DESA Glass, Div. of DESA Holdings Ltd. (*hereinafter "DESA"*)

WARRANTY TERM

DESA warrants to its Customer and all subsequent purchasers and owners of a project incorporating DESA products (*hereinafter "Customer"*), subject to every term, condition and limitation stated herein, that the products supplied by DESA shall be free from material defects, in both material and workmanship, for a period of one (1) year from i) the date of shipment or pick up from the DESA manufacturing facility or; ii) the Product Warranty issued date if installed by DESA (*hereinafter "purchase date"*).

WARRANTY CONDITIONS

This warranty extends only to products manufactured by DESA, and is limited by the following;

- 1) Fabrication/manufacturing of DESA products, by accredited DESA fabricators, shall be free from material defects in workmanship and material flaws for the warranty term.
- 2) Only defects appearing within one (1) year from purchase date and only if DESA is notified in writing within sixty (60) days after such defects either (i) appear and/or (ii) should have been discovered after the exercise of reasonable diligence. Failure of the Customer to notify DESA within such period shall automatically relieve DESA of any and all responsibility and/or liability under this Limited Warranty.
- 3) Product must be maintained as per recommendations by the American Architectural Manufacturing Association (AAMA) AAMA 609 and 610-2 "Cleaning and Maintenance Guide for Architecturally Finished Aluminum"
- 4) Only product and/or services that have been paid for in full are covered by this warranty.

WARRANTY EXCLUSIONS

This warranty does NOT provide any remedy for damage/impairment to DESA product caused wholly or in part by the following:

- 1) DESA hereby disclaims, all liability for damages to product caused by inappropriate installation methods performed and/or installation methods that do not comply with good commercial installation practices.
- 2) Any products which have been subjected to abuse, alteration, neglect, misuse, abnormal use, accident, fire, acts of God, extreme weather, man made disaster or to which parts not supplied by DESA have been added, or defects caused by depreciation or normal wear.
- 3) In no event shall DESA Glass be liable for special, direct, indirect or consequential damages of any kind including, but not limited to, loss of use, loss of profits or good will, or any other loss or inquiry.
- 4) Bylaws, building and safety codes governing the design and use of aluminum products vary widely. DESA will endeavour to make its best effort to advise on the proper application of our product(s), however, DESA does not control the final selection, configuration and/or final use of our product therefore assumes no responsibility thereof.
- 5) Aluminum product not maintained as per recommendations by the American Architectural Manufacturing Association (AAMA) AAMA 609 and 610-2 "Cleaning and Maintenance Guide for Architecturally Finished Aluminum"

WARRANTY REMEDIES

The Customer, claiming a DESA product is defective in product and/or workmanship under this Warranty, will notify DESA of alleged defect, within the one (1) year of purchase date, by method of written statement describing the alleged defect along with available supporting evidence. If DESA, acting reasonably, determines that this Warranty applies to such defect, in its sole and exclusive opinion, DESA shall repair or replace the defective product and/or part(s) thereof containing the defect with a product and/or part(s) that is, in DESA's reasonable opinion, either identical, similar or of like quality. DESA reserves the right, at its sole discretion, to refund the original price of the defective product in lieu of and in substitution for the remedy of replacement. DESA reserves the right to make changes to, improve and or discontinue DESA product at any time without any obligation to incorporate or install such changes, improvements and/or obsolete product into already fabricated, supplied and/or installed products. Any repairs, testing, remedies and/or any works initiated, authorized and/or undertaken by the claiming party, customer or any other party prior to notifying DESA and prior to allowing DESA a reasonable time frame to investigate and/or remedy a reported defect, shall be for the claiming party's own account and shall result in this Warranty becoming null and void. DESA shall not be liable for special, direct, indirect fees or costs incurred, or incidental charges or consequential damages of any kind, including but not limited to loss of use, loss of profits or goodwill, damages for negligence in design or other commercial loss or injury incurred by Customer due to any remedial work(s) not performed by DESA.

APPLICATION/USE EXCLUSIONS

This Warranty only applies to a DESA Product that is i) used in accordance with technical specifications set out in DESA's Product Catalogue; and ii) installed by a certified Glazier Tradesperson(s) using good, common commercial installation practices. In no event will DESA be liable or responsible for any direct or indirect, consequential or damages arising from or in connection with the Customer's use of DESA Products, inability to use DESA products, or other damages with respect to loss of property, revenues or profit or for removal, installation or re-installation of DESA Product. DESA shall not be liable or responsible in any way to the Customer, or any other person(s), for injury arising from or out of the Customer's use and/or Installation of DESA Product.

THIRD-PARTY EXCLUSIONS

Products not manufactured by DESA are expressly excluded from this Warranty such as insulated glass unit(s), spandrel(s), automatic door hardware(s), specialty product(s) and any other products manufactured by a third-party manufacturer. Please refer to third-party manufacturers warranty for specific terms and conditions relating to said product. Third-Party Installation service providers of DESA product are solely responsible to provide their own labour warranty to the customer.