



## GLASS PRODUCTS

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## 5 YEAR CERTIFICATE OF WARRANTY

### **What this Warranty covers:**

Schenk Architectural Imports Ltd. glass products are warranted to be free from defects in manufacturing, materials and workmanship for FIVE (5) YEARS from the original installation date. Glass is warranted not to develop, under normal use and conditions, any material obstruction of vision resulting from manufacturing defects. Decorative foils, textiles, and prints are warranted against delamination or surface discoloration. During the warranty period, the exclusive remedial action provided for the customer hereunder shall be the repair or replacement of the defective product. However, the costs of shipping the defective units to and from the manufacturer shall be paid for by the customer and shall not be borne by Schenk Architectural Imports Ltd. under any circumstances.

Schenk Architectural Imports Ltd. reserves the right to substitute defective glass products for those then being manufactured and is only obligated to match color and quality with such products as it is manufacturing at the time of replacement.

### **What this Warranty does NOT cover:**

- Glass breakage.
- Slight glass curvature and minor scratches or other imperfections in the glass that do not impair structural rigidity or significantly obscure normal vision are not covered.
- Use in outdoor or exterior application.
- Normal wear and tear and natural weathering of surfaces or variations in the colour of the glass due to exposure to sunlight.
- Defects caused by misuse, abuse, negligence, alterations, improper storage and handling, or installation are not covered under this warranty.
- Defects resulting from any cause beyond reasonable control (ie. fire, flood, earthquake, other acts of nature, and acts of third parties) are not covered under this warranty.



### **How to make a Warranty Claim:**

To submit a claim of this warranty, the original purchaser must provide Schenk Architectural Imports Ltd. with the following:

1. Written notice of a claim under this warranty during the warranty period by way of email to info@schenk.co, by fax to 403.236.1838, or by mail to #1, 4415 61 Avenue S.E., Calgary, Alberta, Canada, T2C 1Z6, which notice shall include an explanation of the defect; and
2. the defective product within 90 days of submitting the notice of claim to Schenk Architectural Imports Ltd. at the following address: #1, 4415 61 Avenue S.E., Calgary, Alberta, Canada, T2C 1Z6 (As stated above, shipping costs shall be borne by the customer.)

### **Limitation of Liability:**

It is understood and agreed that our liability shall be limited to the amount of purchase price for the defective item paid for by the original purchaser. Notwithstanding the foregoing, the purchaser agrees that no action, claim, right or demand, regardless of form, may be brought by the purchaser or any third party in relation to the defective product more than two years after the cause of action has accrued.

This warranty sets forth our maximum liability for our products. We shall not be liable for special, indirect, consequential, or incidental damages. Your sole and exclusive remedy with respect to any and all losses or damages resulting from any cause whatsoever shall be as specified above. We make no other warranty or guarantee, either express or implied, including implied warranties of merchantability and fitness for a particular purpose to the original purchaser or to any subsequent user of the product, except as expressly contained herein. In the event provincial law precludes exclusion or limitation of implied warranties, the duration of any such warranties shall be no longer than, and the time and manner of presenting any claim thereon shall be the same as, that provided in the express warranty stated herein.

### **Legal Rights:**

This Limited Warranty Statement gives the customer specific legal rights. The customer may also have other rights which vary from state to state in the United States, from province to province in Canada, and from country to country elsewhere in the world. This warranty extends to the original purchaser and is not transferable. The original purchaser of this product acknowledges that they have read this warranty, understand it and are bound by its terms and agrees to provide this warranty to the original owner of the structure into which the product is installed.

This warranty shall be governed and construed in accordance with laws of the Province of Alberta, Canada.

If any part of this limited warranty is held to be invalid or unenforceable, the remainder of the limited warranty shall nonetheless remain in full force and effect.

Schenk Architectural Imports Ltd.