

## FIBERGLASS WARRANTY

### A) DESCRIPTION OF THE WARRANTY:

This warranty is offered by Balcon Idéal Inc. ("**Balcon Idéal**") in favour of the original purchaser (the "**Beneficiary**") and covers exclusively manufacturing defects in fiberglass products attributable to the materials or the workmanship (the "**Warranty**").

The Warranty expressly excludes:

1. Any defects resulting from the installation of the products.
2. Any defect resulting from normal wear and tear of the products.
3. Any defect resulting from abusive or inappropriate use of the products.
4. Any defect resulting from the use of chemical, abrasive or corrosive substances or solvents in the vicinity of or on the products.
5. Any defect resulting from unsealed or improperly sealed perforations in the products.
6. Any defect resulting from the negligence of the purchaser or user; and
7. Any defect resulting from faulty construction or defective workmanship of the building in which the products were installed.

### Time and Cost Limitation

The Warranty on fiberglass products is limited in time from the date of original purchase and in the cost of repair or replacement, as the case may be, assumed by Balcon Idéal according to the following terms:

Model 100 20 years	Model 2000 15 years	Model 200H 12 years	Models 200, 3000 10 years	Model 300H 7 years	Models 300, 400, 500 5 years	Balcon Idéal	Beneficiary
0 - 60 months	0 - 45 months	0 - 36 months	0 - 30 months	0 - 21 months	0 - 15 months	100%	0%
61 - 120 months	46 - 90 months	37 - 72 months	31 - 60 months	22 - 42 months	16 - 30 months	70%	30%
121 - 180 months	91 - 135 months	73 - 108 months	61 - 90 months	43 - 63 months	31 - 45 months	45%	55%
181 - 240 months	136 - 180 months	109 - 144 months	91 - 120 months	64 - 74 months	46 - 60 months	20%	80%

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## **B) CLAIM PROCEDURE:**

1. Any claim must be addressed by the Beneficiary, in writing, to Balcon Idéal at info@balconideal.ca within thirty (30) days of the discovery of any product defect. The notice must be accompanied by the original purchase invoice, a copy thereof or satisfactory proof of purchase of the product from Balcon Idéal by the Beneficiary.
2. Balcon Idéal reserves the right to inspect the product as well as the site on which it was installed before acting on the claim. In the event that Balcon Idéal wishes to proceed with an inspection, the Beneficiary undertakes to give free access to the product and the site to Balcon Idéal or its representatives, failing which, this Warranty will not apply and Balcon Idéal will be released from any liability with respect to this claim.
3. In the event that this claim is accepted by Balcon Idéal, at its sole discretion, Balcon Idéal will replace or repair the defective product at its own expense. Labour costs not directly related to Balcon Idéal's products will be charged to the Beneficiary. Any repaired or replaced product will be guaranteed for the remainder of the original warranty period.
4. Any compensation to Balcon Idéal payable by the Beneficiary under this Warranty shall be subject to a minimum charge of \$69.99, plus applicable taxes, to cover travel expenses in connection with the inspection, repair, or replacement of the products.

## **C) OTHER LIMITATIONS:**

It is expressly understood that the liability of Balcon Idéal is strictly limited to the above Warranty, notwithstanding any legal provision to the contrary. Balcon Idéal will determine, at its sole discretion, whether products with a defect covered by this Warranty require repair or replacement. Balcon Idéal reserves the right to substitute any materials that are no longer available or readily available with similar or equivalent materials. This Warranty does not cover the cost of removal or installation of the products, nor does it cover the cost of repairing the building or site in which or on which the product was installed, nor does it cover transportation or storage costs. Balcon Idéal may, at its sole discretion and without being obligated to do so, release itself from its liability under this Warranty by paying the Beneficiary an indemnity equivalent to the cost of replacing or repairing any product that is defective. Balcon Idéal shall not be responsible for any damage that may result from the replacement product. The Warranty is offered exclusively to the Beneficiary and is non-transferable to any subsequent purchaser of the products.