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Dayside Industries Ltd. Limited Lifetime Warranty

DAYSIDE VINYL WINDOWS (product) are warranted by Dayside Industries Ltd (Dayside) against defects in material and workmanship for life* subject to the terms and conditions set out herein.

WARRANTY COVERAGE

1. VINYL FRAMES AND SASHES against warping, peeling, flaking, blistering and rotting.
2. HARDWARE COMPONENTS against failure or breakage not resulting from misuse.
3. SEALED GLASS UNITS against factory seal failure.

THIS LIFETIME * WARRANTY shall be understood to mean, and apply to the lifetime of the original purchaser of Product or subsequent owner, subject to the terms and conditions of transferal of ownership set out herein; or a period of forty (40) years from the original date of purchase of Product, whichever occurs first. In the event of corporate, investment, third party, or any ownership wherein the subject property is not the principle residence of the owner or purchaser, the terms of this warranty shall apply for a limited period of twenty (20) years, subject to any limitations herein and shall not be transferable.

THIS WARRANTY IS TRANSFERABLE to the subsequent owner of the Property provided Dayside receives written notice of same along with a standard transfer fee, within thirty (30) days of the transfer of the Property. Failure to so notify Dayside or to make payment of the transfer fee shall result in the termination of any obligations on the part of Dayside.

WARRANTY REGISTRATION

The terms set out in this warranty become effective upon receipt by Dayside of the registration card completed by the Dealer, signed by the original purchaser of Product, and delivered to Dayside within thirty (30) days of purchase. Registration may also be completed on-line at www.dayside.ca. Failure to submit or fully complete a warranty registration card or register on line may result in the loss of warranty coverage and remedies under the terms set out herein.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, LIABILITIES OR OBLIGATIONS OF DAYSIDE, EITHER EXPRESSED OR IMPLIED, EXCEPT THAT THE DURATION OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN TIME TO THE DURATION OF THIS WARRANTY. DAYSIDE SHALL IN NO EVENT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL OR SPECIAL DAMAGES OF ANY KIND FOR BREACH OF ANY EXPRESS, WRITTEN OR ORAL OR IMPLIED WARRANTY ON PRODUCTS. EXCLUSIVE REMEDY SHALL BE ENFORCEMENT OF THIS WARRANTY UPON THE TERMS AND CONDITIONS HEREIN CONTAINED. NO REPRESENTATIVE OF DAYSIDE OR IT'S DISTRIBUTORS OR DEALERS IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY.

CLAIMS

In the event that your Dayside product should exhibit a defect covered under the terms of this warranty you must promptly notify the original Installation Company. The Installation Company must process your claim, along with proof of purchase and ownership, date of installation, and forward the same to our Customer Service Department within forty five (45) days of the date the defect was discovered or reasonably could have been discovered. Upon receipt of a valid claim, and in the event that a Dayside product or any component thereof is found by Dayside to be defective, in its sole judgement, Dayside will at its option, either replace or repair the defective product. Dayside reserves the right to refund the amount paid by the original purchaser for the products. Dayside reserves the right to discontinue or change any of its products, including colours, without giving notice to the original purchaser or subsequent owner. In the event of such discontinuance or change, Dayside shall not be liable to the original owner or subsequent owner(s). Should a product covered under this warranty be unavailable, Dayside reserves the right to substitute a product that is of equal quality or price at its sole discretion.

IMITATIONS

Dayside shall not be liable for and this warranty does not apply or extend to any failure, defects or damages arising from or connected with, without limitation, misuse, neglect, physical abuse, faulty or improper installation or insulation, owner failure to provide reasonable and necessary maintenance to prevent an accumulation of surface dirt, staining or mildew, use of harmful cleaning compounds, failure of or damage to walls, surfaces or structures to which products are installed arising from settlement, movement, or cracking thereof, earthquakes, hurricane, tornado, lightning, fire, flood, accidental or intentional damage, vandalism, colour changes arising due to normal weathering, exposure to ultraviolet (sun) light, extremes of weather and atmospheric conditions (ie. acid rain) which cause accumulation of dirt or stains, oxidation or corrosion and all other causes beyond Dayside's control. Dayside shall in no way be liable for, nor does this warranty apply to damage of any kind including, but not limited to, broken glass or torn screens or cracked frames due to any circumstances whatsoever beyond the time of shipping of product.

SERVICE CALLS

Despite our dedication to the highest quality standards, it is still possible that one of our product components may fail. This warranty has been conceived with you and this in mind. Therefore all material and labour costs of a legitimate service call under the terms of this warranty will be fully covered by Dayside for a period of one full year from the original date of purchase. The terms of this warranty will apply to any replacement products or components supplied, or used in service calls for the duration of this warranty. Dayside assumes no liability for any labour or shipping costs related to the repair or replacement of products or components thereof beyond the first anniversary of original date of purchase. Service calls following the first anniversary of date of purchase will incur a nominal service fee for the labour portion of any service performed by Dayside.