

TERMS AND CONDITIONS OF CONTRACT

As you read these terms and conditions the words “the company” refers to Vinyl Window Pro Inc.

Lifetime Warranty Service Labour — Manufacturer/Supplier Defects

For products that are **sold and installed** by Vinyl Window Pro Inc., we will provide the labour to complete **manufacturer/supplier-approved** warranty repairs or replacements for as long as the applicable manufacturer/supplier warranty remains in force for the specific component(s). Approval must be confirmed **in writing** by the manufacturer/supplier. **If the claim is denied, service is chargeable.** Labour coverage is limited to work required to complete the approved remedy and excludes finishes (drywall/paint/siding), building-envelope issues, special access, misuse/impact, and third-party modifications or repairs.

25-Year Installation Workmanship Warranty (Labour Only)

For installations performed by Vinyl Window Pro Inc., we provide a **twenty-five (25) year labour warranty** covering installation workmanship defects directly caused by our installation (e.g., incorrect leveling/plumbing/squaring, shimming, fastening, or sealing at the installation interface that results in operational issues or installation-interface air/water leakage). This Workmanship warranty does not cover product/manufacturing defects, normal wear and tear, routine service or adjustments, lubrication, re-caulking/re-sealing as maintenance, cleaning, cosmetic touch-ups, or issues caused by home settling/movement, building envelope/structural conditions, excessive indoor humidity/condensation, misuse/impact, or third-party modifications/repairs.

Routine maintenance items and wear components (including sealants/caulking, weatherstripping) are not workmanship defects and are not covered.

If the issue is determined not to be an installation workmanship defect, service is chargeable.

Buyer’s Right to Cancel (Where Applicable Under Alberta Law): You may cancel this contract from the day you enter into it until 10 days after you receive a copy of the contract. You do not need a reason to cancel. If you do not receive the goods or services within 30 days of the date stated in the contract (or an amended date agreed to in writing), you may cancel this contract within one (1) year of the contract date. You lose that right if you accept delivery after the 30 days. If you cancel, the seller has 15 days to refund your money and any trade-in (or the cash value of the trade-in). You must then return the goods. To cancel, you must give notice at the address in this contract using a method that allows you to prove the date you gave notice.

Product Warranty: Product defects in windows, doors, glass units, and hardware are covered by the applicable manufacturer/supplier warranty. Manufacturer/supplier warranty documents will be provided to the purchaser(s).

Warranty coverage does not apply until the Company receives full payment of the contract.

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Warranty Standards & Exclusions:

Cosmetic Tolerances (Not a Defect): Scratches less than **75 mm** in length and pinholes less than **3 mm** in diameter that are not visible at a distance of **3 meters** against a uniform light source are not considered a defect.

Condensation / Frost (Not a Defect): Surface condensation or frost may appear on windows and doors due to colder weather and higher indoor humidity and is not considered a defect and is not covered by warranty.

General Exclusions: Warranty coverage does not apply to issues or damage caused by misuse, abuse, negligence, impact, fire, flood, or other acts of God, excessive indoor humidity/condensation, lack of reasonable care, or any modifications, repairs, or adjustments performed by others. If the issue is determined not to be covered under the applicable warranty, service is chargeable.

Conditions:

Insurance & Delays Beyond Our Control

Vinyl Window Pro Inc. carries public liability insurance. The Company is not responsible for delays, inability to perform, or resulting damages caused by events beyond its reasonable control, including supplier/manufacturer delays, material shortages, transportation issues, weather, strikes/lockouts, fire, or accidents.

Payment Terms & Interest

All balances are due upon substantial performance unless otherwise stated in writing. Any additional work or service not included in this contract requires written approval and is payable as agreed (or upon completion if not otherwise specified). Overdue balances bear interest at **2% per month (24% per year)**, calculated daily from the day after payment is due until paid in full. All payments must be made to Vinyl Window Pro Inc.

Contract Binding / Suspension or Termination

This contract becomes binding on all parties upon execution unless otherwise notified by the Company. The Company may suspend or terminate work if unforeseen site conditions, safety hazards, access restrictions, non-payment, or material unavailability prevent performance. In such cases, the purchaser(s) will pay for work completed and materials ordered up to the suspension/termination date, which becomes due immediately.

Delivery & Scheduling

Delivery and installation dates are estimates unless a fixed commencement date is stated in writing. Customer-requested delays may result in storage, re-scheduling, and/or re-handling charges and may affect manufacturer lead times.

Existing Finishes & Building Conditions

Any disturbance to existing building materials during removal and/or installation will be patched only. Painting, staining, and finish matching are not included. The Company is not responsible for conditions or damages resulting from pre-existing deficiencies in the structure or building envelope (including framing, moisture/water management, rot, mold, settlement, or design/construction issues not directly caused by our removal/installation work).

Ownership Until Paid

All materials supplied by the Company remain personal property and title remains with Vinyl Window Pro Inc. until paid in full, even if attached to the premises.

Collections

The purchaser(s) is liable for all reasonable costs of collection and related charges incurred due to default in payment.

Additional Work, Changes, and Substitutions

If additional work not included in this contract is required to comply with applicable codes or by-laws, such work will be treated as a change and billed to the purchaser(s) on a cost-plus basis unless otherwise agreed in writing. Any changes to this contract must be in writing and approved by both parties. The Company reserves the right to substitute materials of equal or greater value and comparable function/appearance to complete the installation in a satisfactory and timely manner.