

Oasis Windows Ltd
Commercial Warranty (the “Warranty”)
Effective December 2012

General Provisions

Oasis Windows Ltd. (“Oasis”) warrants that its Products, as expressly identified below, will be free from specified defects in materials and workmanship within the time periods specified below from the date of manufacture and we will repair, replace or refund the purchase price of the Product or component subject to the terms and conditions contained herein.

Commercial – Twenty Year Warranty

Oasis warrants its Products to all purchasers other than Owner-Occupied Single Family Residence purchasers (“Commercial Purchaser”) for a period of Twenty years from the date of manufacture subject to the terms and conditions set out herein (“Commercial Warranty”).

In the event that the Commercial Purchaser sells the building or portions thereof, the Commercial warranty is transferable to subsequent owners.

Products and Special Coverages

Vinyl components: Oasis provides a **twenty (20) year commercial warranty** for its window and sliding glass door that the vinyl components will not chip, peel, blister, warp or corrode under normal circumstances

Custom Coloured Windows: Oasis provides a **ten (10) year commercial warranty** that its custom coloured windows and sliding glass doors will not chip, peel, blister, warp or corrode under normal circumstances and use.

Insulated Glass Sealed Units: Oasis provides an enhanced warranty for this Product that the air seal of its insulated glass sealed units will not fail under normal circumstances and use for a period of **twenty (20) years** from the date of manufacture of the specific insulated glass sealed unit.

Hardware: Window and sliding glass door hardware, including operating hardware, cranks, handles and locking mechanisms are warranted for **five (5) years** from the date of manufacture of under normal circumstances and use. The warranty is limited to the replacement value of the defective hardware.

Labour: Skilled labour required to replace or repair any defective product is covered by the warranty for **five (5) years** following the date of manufacture for all other products and installations.

Exclusions and Limitations

The Warranty does not apply to the following:

- a. any Oasis product that has not been installed in accordance with the recommended procedures;
- b. any Oasis product that has been damaged or rendered defective by inappropriate maintenance, transportation or handling by anyone other than authorized Oasis personnel;
- c. any Oasis product that has not been fully paid for;
- d. any Oasis product that has been damaged or rendered defective by improper installation by individuals not employed or engaged by Oasis;
- e. any Oasis product that has been damaged or rendered defective by tradesmen, employees, agents or other individuals not employed or authorized by Oasis;
- f. any Oasis product that has been damaged or rendered defective by: building or structural movement; settlement or stresses; natural disasters; acts by animals; acts of God; or any other acts whatsoever that are beyond the control of Oasis;
- g. any Oasis product that has been modified or altered without the authorization of Oasis;
- h. any Oasis product that You, or any other individual not employed or authorized by Oasis, have attempted to repair;
- i. any Oasis product that has been exposed to unusual condensation or damage as a result of condensation, harmful chemicals or pollutants, including but not limited to salt, acid rain and excessive heat;
- j. any Oasis product that is removed from its original installation location;
- k. any Oasis product that has been used other than for its original purpose or application;
- l. the color or appearance of any Oasis product that has changed in its original appearance due to age, normal wear and tear, natural weathering or any similar type occurrence; and

- m. any Oasis product that is used or installed outside of Vancouver, the Lower Mainland or the Fraser Valley of British Columbia unless agreed to by Oasis in writing.
- n. Subsequent damages and repair work not covered in this warranty. Warranty is limited to the replacement value of the product or component only.

Claim Procedure

In order to make a Claim under this Warranty You must:

1. As soon as possible upon discovery of the defect, contact Oasis in writing at the following address:
Oasis Windows Ltd.
13120-76 Avenue
Surrey, BC V3W 2V6
Tel: 604-597-5033 or Fax: 604-597-5029
2. You must provide the following information:
 - a. Product description;
 - b. Detailed description of the product defect(s);
 - c. Your full name, address and phone number;
 - d. Date of installation and installer's name.
3. Upon receipt of the Claim, Oasis will review the Claim and contact You within a reasonable time.
4. Oasis has the right to investigate the reason for the product failure as claimed, including the right to attend on site to review the alleged defective product. If it is determined by Oasis that the product was damaged as a result of unusual circumstances or use, negligence, misuse or wilful misconduct by any party that is not Oasis, or is excluded from Warranty as provided for herein, there is no Warranty available to You.

Remedies

Where a product is covered by the Warranty and has been properly reported and provided for herein, the remedies are limited to the following, which may be chosen at the sole discretion of Oasis:

- a. repair the original Oasis product at no cost to You;
- b. replace the Oasis product with an identical or similar product at no cost to You. Oasis will be at liberty to choose the product and color match available to them that is the closest to the product being replaced. You, however, will be responsible for the cost and arrangement of installation of the replacement product including labour or other similar activities.

If a product is discontinued or there has been a change in its original appearance due to age, use, natural weathering or any similar type occurrence, Oasis will be at liberty to choose the product and color match available to them that is the closest to the product being replaced from the products produced by Oasis at the time of the Warranty Claim. Products and colors may vary from the original.

Oasis is not responsible for painting or any other refinishing work required after the remedial work is completed.

Other Terms

1. You agree that any Oasis product that is replaced in accordance with the provisions of the Warranty shall become the property of Oasis. You acknowledge that the replacement of any Oasis product is good and valuable consideration for the same.
2. The Warranty contains the only warranties by Oasis to You and no other warranty or condition, statutory or otherwise shall be implied.
3. No distributor, salesperson, dealer, retailer or other representative of Oasis has the authority to alter or change the Warranty, whether orally or in writing, and any purported alterations or changes shall be of no force and effect.
4. The invalidity or unenforceability of any provision of the Warranty shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.
5. You agree that that the customer sole and exclusive remedy against Oasis shall be for the replacement of, or refund of, the product as stated herein. Oasis total cumulative liability under this warranty is limited to the dollar amount of the purchaser's original payment for the product.