

Screenco Manufacturing Ltd. Warranty

The Warranty

1. Screenco Group Inc., its subsidiaries and related corporations (the “Manufacturer”) warrants that its fabricated screen products (the “screens” or “products”) will be free of manufacturing defects or material flaws for a period of ninety (90) days from the date the products are shipped to the original purchaser (“the Warranty Period”). Should any manufacturing defects or material flaws become apparent within such 90-day Warranty Period, the Manufacturer will, at its sole discretion, repair or replace the product.
2. Manufacturing defects and material flaws are defined as defects that render the screen unusable for its designed purpose. The Manufacturer shall have no responsibility for any damages or injuries arising or resulting from the failure of the screens, or any other unintended use. Use caution when handling, installing and removing screens. Torn screen mesh, and scratched or bent screen frames are not covered by this warranty.
3. The Manufacturer’s liability shall be limited to the repair or replacement (at the Manufacturer’s option) of the defective product. The Manufacturer will not be liable for any other direct or indirect cost, loss or damage to person or property (except as required by law), or any consequential losses or loss of profit. The Manufacturer excludes, to the extent permitted by law, all other warranties, whether expressed, implied, or statutory. Shipping and handling is not included in this warranty.
4. This warranty is not a promise of future performance nor a policy of insurance. Your exclusive remedy is repair or replacement, as stated in this warranty, and provided at the sole discretion of the Manufacturer. If we determine that a manufacturing defect or material flaw exists that is covered by this warranty, we will elect to either repair the product/component(s) or ship a replacement product/component(s) to the customer or person making the warranty claim in the same condition as the product was originally sold, subject to our right to substitute a similar product when the product originally sold has been discontinued or modified.
5. The Manufacturer, in its sole discretion, may choose to repair the product as an option to replacement in full satisfaction of its warranty obligation. If we are unable to provide replacement, and repair is not practical, then we may elect to refund the purchase price paid directly to us if the warranty applies. Refund is not a benefit

covered by this warranty and is a fully discretionary option included for the benefit of the Manufacturer if they elect to implement it. The warranty on any replacement screen product will extend for the balance of the original warranty period and will not create a new one year warranty period. It is the original purchaser's sole responsibility for determining whether a screen purchased from us is suitable for an end user's needs or application.

6. All visible defects must be reported before installation and finishing.
7. Claims under this warranty must be made within the specified warranty period and within thirty (30) days of the appearance of a defect. Failure to report defects to us, as specified herein, void this warranty.
8. Failure by the original purchaser or end user to follow the installation and maintenance instructions available from Screenco voids this warranty.
9. This warranty shall be interpreted, construed, and applied under the laws of the Province of Ontario, in the jurisdiction of Toronto, Canada.
10. This warranty sets forth our maximum liability for our screen products. No one is authorized to modify or expand this warranty.
11. The absolute limit of our liability is the product purchase price. We will not be liable for special, indirect, consequential, incidental, or punitive damages of any kind and all such claims are waived to the fullest extent permitted by applicable law. Your sole or exclusive remedy with respect to any and all losses and damages resulting from any cause whatsoever are as specified herein.
12. All of the Manufacturer's products are sold 'as is' and as such the Manufacturer disclaims any and all implied warranties. We make no other warranty or guarantee; either express or implied, including implied warranties of merchantability and of fitness for a particular purpose to the original purchaser or to any subsequent user of the product, except as expressly contained herein. The entire risk as to the quality and performance of the goods is with the original purchaser.

Exclusions from Coverage

13. This warranty does not cover the screen fabric used in our products. The screen fabric is covered by warranty provided by the screen fabric supplier. For a copy of

the screen fabric supplier warranty, please contact our Customer Service Department at info@screenco.ca.

14. Notwithstanding anything in this warranty document to the contrary, the warranty does not cover damage relating to:

- a. Insects penetrating around the insect screen frame;
- b. No-see-um or smaller insects penetrating any screening fabric;
- c. Natural weathering;
- d. Acts of God and damage because of environmental conditions, and events beyond the control of the Manufacturer (for example, fire, hurricane, tornadoes, storms, strong winds, natural disasters etc.);
- e. Building settling, structural failures of walls or foundations;
- f. Damage to the screen and all its components caused by deliberate or accidental misuse, abuse or neglect;
- g. Improper screen assembly, installation and/or adjustment;
- h. Damage caused by humans or animals accidentally running or walking into the screen, when in use;
- i. Improper storage;
- j. Improper handling;
- k. Failure to properly care for and maintain the products;
- l. Expansion and contraction of window or door frame in excess of 1/16”;
- m. Tears in the screening fabric;
- n. Dents or scratches in the screen frame;
- o. Damage caused to the screen components by inadequate maintenance;
- p. General deterioration in appearance or performance that occurs because of normal operation and normal wear and tear;
- q. Progressive deterioration of finishes and materials due to exposure to sun, rain, abrasion, heat and/or cold.

Procedure for Warranty Claims

15. Please inspect your order immediately upon receipt. If you have a problem, immediately upon discovery contact us directly.

Mailing Address:

Screenco Manufacturing Ltd.
290 Millway Ave
Concord, Ontario
L4K 3W4

Phone: (905) 669-9440
Email: info@screenco.ca

Please provide the following information with your warranty claim:

1. Company name/Original purchaser;
2. Purchase Order number;
3. Valid proof of purchase (copy of invoice or packing slip);
4. Date and location of purchase;
5. Contact information of person making the claim;
6. Location (including address if applicable) of product under warranty;
7. Description of the problem and the product (including photographs).

Important Notices

1. Each provision of this warranty is intended to be severable. If any provision hereof is illegal, invalid or unenforceable in whole or in part, such illegality, invalidity or unenforceability, shall not affect the legality, validity or enforceability of the remainder hereof.
2. This warranty replaces all other oral or written warranties, liabilities or obligations of the Manufacturer. There are no other warranties which extend beyond the limited warranty described in this document. The Manufacturer will not be liable for any oral statement or other written statement about any of the Manufacturer's products, whether such statements are made by an agent or employee of the Manufacturer or by any other person. The Manufacturer does not authorize its representatives, distributors, contractors or dealers to make any changes or modifications to this warranty. Except where prohibited by law, the obligation contained in this warranty is expressly in lieu of any other obligations, warranties, causes of action, conditions, express or implied, including any implied condition of merchantability or fitness for a particular purpose, and except for the obligation expressly contained in this warranty, liability is excluded relating to, in connection with, or arising from, any right, claim, remedy and cause of action against the Manufacturer or any of its affiliated or related companies, or their agents, officers, directors and employees, including, without limitation, strict liability, statute, tort, negligence, waiver of tort and indirect, associated, incidental or consequential damages.
3. Binding arbitration: every claim, controversy or dispute of any kind whatsoever (an "action") between you and the Manufacturer (including any of its employees and agents) relating to or arising out of the screens or this warranty shall be resolved by final and binding arbitration, regardless of whether the action sounds in warranty, contract, statute or any other legal or equitable theory. You and the Manufacturer agree that any action will be arbitrated on an individual basis and that no claim(s) will be consolidated or aggregated with the claim(s) of any other persons by class action, class arbitration, in a representative capacity or otherwise.

To arbitrate an action against the Manufacturer, you must initiate the arbitration, for U.S. claims, in accordance with the federal arbitration act, to be conducted by a single arbitrator in accordance with the rules of the American Arbitration Association, and for Canadian claims, in accordance with the Arbitration Act, Ontario, as may be amended, and you must commence the arbitration and provide written notice to the Manufacturer by certified mail at the applicable address noted above, within the applicable time period.

4. No action or breach of this warranty or any other action against the Manufacturer relating to or arising out of the screens, their purchase or this transaction shall be brought later than one (1) year after any cause of action has arisen or accrued. In jurisdictions where statutory claims or implied warranties and conditions cannot be excluded, all such statutory claims, implied warranties and conditions and all rights to bring actions for breach thereof expire after one (1) year, or such longer period of time if mandated by applicable laws, after the purchase of the screen product. Some jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you in those jurisdictions.

This Limited Warranty applies to Manufacturer's screens sold on or after April 7, 2017 and supersedes all previously published warranties.