



Menzies Metal Products* Limited Manufacturer Warranty

Menzies Metal Products ("Menzies") would like to thank you for your recent purchase. Menzies maintains an unyielding commitment to ensuring the highest levels of quality in the design, manufacturing and testing of our products. We have demanded unparalleled performance from our products and our people since 1978.

Menzies has attempted to provide this warranty in clear and concise terms so that you, the End-User (the "Owner"), can fully understand the Menzies Limited Manufacturer Warranty.

How long does the warranty coverage last?

Menzies warrants that all products manufactured by Menzies will be free of any manufacturing defects for a period of 10 years from the date of purchase from Menzies (the "Warranty Period"), subject to the conditions and limitations stated herein. Menzies reserves the right, however, to deny any warranty claims for products for which Menzies has not received payment in full.

What are the conditions and limitations of the warranty?

NO DISTRIBUTOR, DEALER OR REPRESENTATIVE HAS AUTHORITY TO MODIFY THIS LIMITED WARRANTY. The limitations of liability set forth herein apply to all sales and persons. This Limited Warranty is for the benefit of the Owner, and may not be transferred upon change of ownership subsequent to installation without Menzies' written authorization.

This Limited Warranty is the exclusive warranty for Menzies products. Menzies does not offer or imply any other warranty, guarantee, condition or promise beyond that which is outlined here. Menzies shall under no circumstances be liable for consequential or punitive damages, injury to the living, contents or structural damage, incidentals of any kind or the presence of mold, mildew or other pathogenic microbe, to any part of the building or structure. Without limiting the general nature of this clause, Menzies will not compensate for any injury or damage resulting from:

- a) Products or materials other than genuine Menzies products;
- b) Improper application or installation, improper workmanship;
- c) Use for purposes, or use in areas, for which the product was not designed and manufactured by Menzies;
- d) Settlement, movement, distortion or defects in the building, not limited to the walls, foundation, roof deck or adjacent materials on which Menzies products are installed;
- e) Improper use, handling, storage, installation, finishing, modification or maintenance by the Owner;
- f) Negligence, misuse, abuse, or accidental damage to the product by the Owner or third party, including tradespersons;
- g) Failure by the Owner or third party to practice reasonable maintenance for the product, adjacent materials and structure;
- h) An adjacent structure;
- i) Normal wear from product usage or age;
- j) Fading, chipping or peeling of non-factory applied finishes;
- k) Natural disasters, including but not limited to Acts of God, fire, flood, earthquake, hail, lightning, high winds;
- l) Insects, animals or vegetation;
- m) Foreign object(s);
- n) The application of overlying and adjacent materials;



- o) Repairs, alterations or modifications of Menzie's products performed by persons other than Menzie's or without prior written authorization from Menzie's;
- p) Alteration of the original surface, structure, fixtures, utilities or materials adjacent to the product following installation;
- q) Vandalism, acts or war, civil disturbances, or foot traffic on building or structure;
- r) Environmental fallout or prolonged exposure to industrial solvents, acids, caustic fluids, oils, wax, grease, bleaches, tar or other harmful chemicals;
- s) Acid rain or other corrosive elements, including exposure to coastal weather conditions;
- t) Overexposure to heated vents, chimneys or components emanating exceptional temperatures;
- u) Condensation or moisture resulting from a lack of positive drainage or ponding;
- v) Discoloration or odors resulting from condensation, molds or other pathogenic microbes;
- w) Deterioration or failure due to any building or structure component; and
- x) Errors and omissions by the Architects and Engineers that designed the structure on which the product was installed.

How To Submit A Warranty Claim

To make a claim under this warranty, the Owner shall provide notice in writing within thirty (30) days of an alleged manufacturing defect being discovered *during the Warranty Period*, as follows:

1. The Owner shall submit clearly written details of the claim directly to Menzie's.
2. Include clear photographs of the affected product.
3. For buildings or structures other than single-family dwellings, submit shop drawings that clearly identify the locations of the product(s) included in the claim. This includes townhomes, condominiums, apartment buildings, cooperative housing, schools, institutions, corporations, government agencies, religious organizations, any and all other buildings or premises not intended for use by single-family dwelling owners. Failure to do so may postpone Menzie's' processing of any claim.
4. Proof of ownership at the time of installation of the Menzie's product is required from Owners of single-family dwellings to verify that the Owner is entitled to make a warranty claim.
5. Proof of installation date is required from Owners of buildings or structures other than single-family dwellings.
6. Verification that the product is a genuine Menzie's product.
7. Send the claim by registered mail to:

**Menzie's Metal Products
Warranty Department**

19370 60th Avenue,
Surrey, BC V3S 3M2.

Toll Free: 800.665.8840 Fax: 604.530.8482

The Owner must submit the claim to Menzie's directly. Notification to any person, business or agency other than Menzie's is not sufficient notice of a claim.

Failure to comply with the instructions noted above is a bar to any claim by the Owner that might otherwise be covered by this Limited Warranty.

Menzie's will not consider claims received after the expiration of the Warranty Period.



What will Menzies Metal Products do in the event of an alleged manufacturing defect?

Menzies will incur no liability under this Warranty until such time as it has been determined that the alleged defect is one covered by this Warranty. If requested by Menzies, the Owner must permit inspection by Menzies, or its representatives, of the product and the site where the product has been installed, during regular business hours, to investigate the claim. The Owner will prepare the site for inspection ensuring access to a safe work area prior to the inspection. This may include the removal of snow, ice, water, debris or other obstructions that may hinder the inspection or cause harm. The Owner shall cover the costs of the inspection in the event that the claim is not covered by this Limited Warranty.

Upon review of the claim and upon completion of any inspections that it deems necessary to satisfy itself of the validity of a claim, Menzies at its discretion may:

- a) Replace the product. Menzies’ ongoing product development may result in the discontinuation of the product originally purchased, and the development of a replacement product. If a Menzies product covered by this Limited Warranty has been discontinued at the time of the claim, a replacement product from Menzies’ existing product line, with the nearest color, material and gauge will be selected as a replacement to suit the Owner’s intended use. The replacement product provided by Menzies will not exceed the value of the original product. The replacement product will be comparable in purpose to the original product; however, it may not bear a resemblance to the original product;
- b) Repair the manufacturing defect; or
- c) Refund the original purchase price of the defective item for which the claim has been made, if Menzies determines that repair or replacement is inappropriate.

Where Menzies repairs or replaces product, it will not pay any labor, related materials, or other expenses involved with repairing or replacing any building or any component of any building that may have suffered damage as a result of any manufacturer’s defect in a Menzies product.

The Owner agrees that this limitation of remedy shall not have failed the essential purpose of this Warranty.

Following repair or replacement of the product, the balance of original Limited Warranty period will remain in effect, applicable to the repaired or replaced product.

Any claim or dispute with respect to the interpretation or application of this Limited Warranty that cannot be resolved between the Owner and Menzies, shall be resolved through alternate dispute resolution in accordance with the *Commercial Arbitration Act* of British Columbia. In the event that Menzies is the prevailing party for any arbitration or litigation specific to this Menzies’ Limited Warranty, the Owner shall reimburse Menzies for all costs related to the dispute resolution including attorney’s fees and disbursements, on a solicitor-client basis.

THE REMEDY AND THE TOTAL LIABILITY OF Menzies AND/OR THE Menzies-AUTHORIZED DEALER, SHALL NOT EXCEED THE PRICE PAID FOR THE ORIGINAL PRODUCT, and Menzies is NOT OBLIGATED OR LIABLE FOR LABOUR OR OTHER COSTS RELATED TO INSTALLATION, REPAIR, REPLACEMENT OR DISPOSAL, nor for any costs incurred by the Owner or its agents that are not authorized in advance by Menzies.



Transfer of Warranty

This Limited Warranty is personal to you, the Owner. It concludes when the building or structure changes ownership, and is not transferable to any subsequent purchaser(s), except with Menzie's written authorization following a successful Transfer Request, as set out below.

To request a Limited Warranty transfer:

1. The Owner must provide Menzie's with a written transfer request (the "Transfer Request") at least 45 days prior to the change of ownership;
2. The Transfer Request must include:
 - a. The Owner's contact information
 - b. Proof of ownership at the time of installation of the Menzie's product is required from Owners of single-family dwellings to verify that the Owner is entitled to make a warranty claim.
 - c. Proof of installation date for Owners of buildings or structures other than single-family dwellings for which the transfer is being requested;
 - d. The new owners' full contact information;
 - e. The date the new owner will acquire ownership of the building or structure.

The Transfer Request must include the details noted above in writing, and submitted to:

Menzie's Metal Products
Warranty Department
19370 60th Avenue,
Surrey, BC V3S 3M2.
Toll Free: 800.665.8840 Fax: 604.530.8482

The terms contained herein are subject to change without notice. A current version of the Menzie's Metal Products Limited Warranty may be requested by calling 1.800.665.8840 during regular business hours.

This Menzie's Metal Products Limited Warranty is effective within Canada and the United States of America after June 21, 2012.

"Menzie's Metal Products" is a division of Menzie's Enterprises Ltd.

Updated: June 21, 2012