

10yr

10 Year Workmanship Warranty

This workmanship warranty does not apply to product defects. Product defects are covered under the applicable product manufacturer's warranty. The proper finishing, care and maintenance of all products sold by Bavarian Window Works is essential to assure the products will perform year after year.

Bavarian Window Works makes the following express workmanship warranty for all products installed by Bavarian Window Works non-subcontract crews. With the exception of storm doors, Bavarian warrants that all installation work performed will be free of Installation Defects for a period of (10) years from the date of substantial completion of the original installation. An 'Installation Defect' is an error that significantly impairs the proper operation of said product. When given prompt notice by the customer within (10) years of substantial completion of the original installation Bavarian shall, at its sole option: 1) Provide the labour to repair any such Installation Defect (and provide replacement materials if Bavarian determines such materials are necessary to make the repairs) or 2) refund the original purchase price of the defective unit (s) including the price of installation.

Transfer of Warranty and Service Agreement

This warranty and service agreement is automatically transferred to any subsequent owner of the home on which the product was installed. All subsequent owners are subject to all conditions and limitations of this warranty to the same extent and the same manner as the original buyer.

Limitation of Liability

This warranty and service agreement sets forth the maximum liability for the installation and service work. In no event shall Bavarian Window Works be liable for any incidental, consequential or special damages resulting from the sale, installation, service or use of any Bavarian products. In no event shall the liability of Bavarian exceed the price paid for the product and installation.

Disclaimers and Exceptions Applicable to all Covered Installations

Bavarian Window Works is not responsible for any loss or damage due to or make no warranty or service commitment as to:

No warranty work will be performed until all accounts are in good standing with Bavarian Window Works.

1. Installations, repairs or modifications performed by anyone other than Bavarian.
2. Installations or service that has not been paid for in full.
3. Installation or product failure, or loss due to:
 - a. Structural settlement or movement, vibration, excessive localized heat, high in-home humidity (condensation, frost and mold), high moisture environments such as indoor pools or hot tubs or latent defects in home.
 - b. Water leakage not caused by installation performed by Bavarian.
 - c. Acts of God.
 - d. Accident (including glass breakage), misuse, abuse, alterations, or improper handling, operation or cleaning (by others outside of Bavarians control).
 - e. Failure to utilize proper maintenance or finishing practices.
 - f. Normal wear and tear.
 - g. Insects, pets or other animals.
 - h. Minor imperfections in glass that do not affect the product's structural integrity or significantly obscure vision.
 - i. Minor variations in glass tint or colour.
 - j. Minor variations in screen mesh weave.

Notice and Claim Procedures

Within the workmanship warranty period Bavarian shall be notified by mail, email or by phone any known or reasonably suspected Installation Defect, Product Defect or need for service or other basis of a claim covered by this Workmanship Warranty. Claims made in writing can be mailed to: Bavarian Window Works, Customer Service Dept., 2236 Shirley Dr. Kitchener On N2B 3Y1. Claims made by email can be emailed to: info@bavarianwindows.com . Please include in all correspondence photo's and detailed descriptions of the service claim.