



## WARRANTY

1. THE UPVC WINDOW FRAMES AND SASH ARE WARRANTED AGAINST DEFECTS IN MATERIALS FOR A PERIOD OF LIFETIME FROM DATE OF INSTALLATION.
2. WORKMANSHIP OF ALL MMZ BUILDING IMPROVEMENTS PRODUCTS WARRANTED FOR A PERIOD OF LIFETIME FROM DATE OF MANUFACTURE.
3. GLASS BREAKAGE OF ANY KIND IS NOT COVERED BY THIS WARRANTY.
4. THIS WARRANTY WILL BE VOID IF UNITS ARE NOT INSTALLED IN ACCORDANCE WITH OUR INSTRUCTIONS OR ARE DAMAGED IN INSTALLATION. THIS WARRANTY DOES NOT COVER DAMAGE OF ANY KIND CAUSED BY MISUSE, ABUSE OR NEGLIGENCE, FIRE OR ANY OTHER CATASTROPHIC EVENTS.

### CONDITIONS

IT IS AGREED BETWEEN THE PARTIES:

1. THE TITLE IN THE SAID ARTICLES WILL REMAIN IN THE SELLER, AT THE PURCHASER'S RISK UNTIL FULL PAYMENT OF THE PURCHASE PRICE AND INTEREST, AS HEREIN PROVIDED, AND ALL MONIES DUE HEREUNDER OR ANY RENEWALS OR EXTENSIONS THEREOF, OR OF SAID NOTE OR UNDER ANY JUDGMENT RECOVERED IN RESPECT OF SAID NOTE OR CONTRACT WILL HAVE BEEN PAID. THE SAID ARTICLES WILL BE KEPT AT THE PURCHASER'S ABOVE ADDRESS AND WILL NOT BE REMOVED WITHOUT THE CONSENT OF THE SELLER AND THE PURCHASER WILL NOT SELL OR TRANSFER ANY INTEREST IN THE PROPERTY OF CONTRACT UNTIL THE FULL PAYMENT OF PURCHASE IS MADE.
2. DELIVERY AND INSTALLATION ARE TO BE MADE AS SOON AS POSSIBLE AND THE SELLER WILL NOT BE LIABLE FOR FAILURE TO PERFORM THIS AGREEMENT IN WHOLE OR IN PART, IF PREVENTED BY CATASTROPHIC EVENTS, PUBLIC ENEMIES, FIRES, STRIKES, BOYCOTTS, UNAVOIDABLE ACCIDENTS, EMBARGOES, SHORTAGE OF LABOR, EMERGENCY REGULATIONS OR OTHER CAUSES BEYOND ITS CONTROL.
3. NO WORK OR ALTERATION ARE TO BE DONE ON THE PROPERTY UNLESS SPECIFIED AND LISTED ON THIS CONTRACT.
4. THE SAID GOODS WILL REMAIN PERSONAL OR MOVABLE PROPERTY AND WILL NOT BE DEEMED PART OF REALTY, EVEN THOUGH AFFIXED OR ATTACHED THERETO, AND WHETHER OR NOT PLACED UPON A PERMANENT FOUNDATION.
5. ACCEPTANCE BY THE SELLER OF ANY RENEWAL OR COLLATERAL NOTES OR THE RECOVERY OF ANY JUDGMENT AGAINST THE PURCHASER WILL IN NO WAY AFFECT THE RIGHT OF THE SELLER TO REPOSSESSION AND SALE OF ARTICLES AND LOSS OR DESTRUCTION OF THE ARTICLES WILL NOT RELEASE THE PURCHASER FROM PAYMENT IN FULL.
6. TIME OF THE ESSENCE OF THIS AGREEMENT, AND SHOULD THE PURCHASER MAKE DEFAULT IN PAYMENT HEREUNDER, OR VIOLATE ANY OF ITS TERMS, OR BECOME BANKRUPT OR INSOLVENT, OR SELL OR DISPOSE OF THE SAID ARTICLES CONTRARY TO THE PROVISIONS OF THIS AGREEMENT, ALL INSTALLMENTS WILL IMMEDIATELY BECOME DUE AND PAYABLE, AND THE SELLER MAY FORTHWITH TAKE POSSESSION OF THE ARTICLES, AND ANY ACCESSORIES ADDED THERETO, WITHOUT LEGAL PROCEEDINGS, AND FOR SUCH PURPOSE MAY ENTER ANY PREMISES WITHOUT NOTICE AND WILL NOT BE RESPONSIBLE FOR ANY DAMAGE CAUSED THEREBY.
7. THE SELLER MAY KEEP THE SAID ARTICLES AND RETAIN ALL MONIES PAID ON ACCOUNT THEREOF AS LIQUIDATED DAMAGES AND NOT AS PENALTY, OR MAY SELL SAME AT PUBLIC OR PRIVATE SALE, THE SURPLUS, IF ANY TO BE PAID TO THE PURCHASER, AND IN CASE OF DEFICIENCY, THE PURCHASER WILL BE LIABLE TO PAY SUCH DEFICIENCY.
8. THE PURCHASER WILL BE LIABLE FOR ALL COSTS OF COLLECTION AND OTHER CHARGES INCURRED AS A RESULT OF DEFAULT IN PAYMENT.
9. ALL WARRANTIES, CONDITIONS AND GUARANTEES EXPRESS OR IMPLIED FOR THE PRODUCTS HEREIN SOLD ARE SET OUT WITHIN THE CONTRACT AND THE PARTIES BY THEIR SIGNATURES HERETO SPECIFICALLY EXCLUDE THE PROVISIONS OF THE SALES OF GOODS ACT, RSO 1980 AMENDMENTS AND ANY OTHER PROVINCIAL OR DOMINION STATUTES WHICH CAN BE EXCLUDED FROM THE WITHIN CONTRACT AND THIS CLAUSE MAY BE PLEADED AS AN ESTOPPEL BY THE VENDOR.
10. THE PURCHASER MAY RESCIND THE CONTRACT HEREIN BY DELIVERING A NOTICE OF RESCISSION IN WRITING TO THE SELLER AT ITS HEAD OFFICE, OR BY FORWARDING A REGISTERED LETTER ADDRESSED TO SAID ADDRESS, POSTMARKED NO LATER THAN 2 DAYS AFTER RECEIPT OF DUPLICATE COPY OF THE WITHIN CONTRACT, SETTING OUT THAT THE PURCHASER WISHES TO RESCIND THE CONTRACT HEREIN. TELEPHONE CALLS SHALL NOT BE CONSIDERED AS A NOTICE OF RESCISSION.
11. THIS CONTRACT AFTER ITS ACCEPTANCE BY THE VENDOR MAY NOT BE CANCELLED BY THE PURCHASER AFTER THE PERIOD PROVIDED IN THE CONSUMER PROTECTION ACT AND THE PURCHASER WILL BE LIABLE FOR FULL CONTRACT PRICE WHETHER OR NOT THE PURCHASE ACCEPTS DELIVERY OF THE WITHIN GOODS. THE PURCHASER ACKNOWLEDGES RECEIPT OF A TRUE COPY HEREOF.