WOOD AND CLAD/WOOD WINDOW AND DOOR

LIMITED WARRANTY

This Limited Warranty applies to Marvin® windows and patio doors purchased from an authorized Marvin dealer, and extends to the owner of the structure in which the products are originally installed. This Limited Warranty is fully transferable. This Limited Warranty is applicable only to product installed in the U.S.A. and Canada. For information on warranties available in other countries, please contact Marvin at the address or phone number below.

GLASS COMPONENTS

Glass warranties apply to factory-installed glass or Marvin-supplied glass installed by Marvin-authorized service personnel. Clear insulating glass with stainless steel spacers is warranted against seal failure resulting in visible obstruction through the glass for twenty (20) years from the original date of purchase. Glass is warranted against stress cracks caused by manufacturing defects for ten (10) years from the original date of purchase. All other glass and glass features are provided with the same warranties, limitations, and exclusions Marvin receives from its supplier; contact Marvin for further details.

NON-GLASS COMPONENTS

Non-glass components are warranted to be free from manufacturing defects for ten (10) years from the original date of purchase. Except as provided in Marvin's Limited Warranty Supplement for Products in Coastal Environments, Kynar® finishes and hardware are warranted to be free from manufacturing defects for ten (10) years, and anodized finishes and other specialty finishes are warranted to be free from manufacturing defects for five (5) years, from the original date of purchase. Electric operators and other motorized accessories are provided with the same warranties, limitations, and exclusions Marvin receives from its supplier; contact Marvin for further details.

EXCLUSIVE REMEDY

If a covered defect appears during the term of the applicable warranty, Marvin will, at its option, repair or replace the product or component, or refund the price paid for the defective product or component. Removal, installation, finishing, refinishing, and disposal costs and services are not included. Marvin will endeavor to supply original replacement parts; however, replacement parts may differ from the original parts. Replacement parts, including upgrades, are warranted for the remainder of the original product warranty.

EXCLUSIONS

Damage, defects, or problems resulting from causes outside Marvin's control are excluded from coverage under the Limited Warranty. Such causes include, without limitation:

Installation, Maintenance, and Acts of God

- installation not in conformance with Marvin's installation instructions and applicable building codes
- improper or non-standard field finishing
- non-standard installation, such as non-vertical or sloped glazing, upside down, or out-of square
- installation or use in applications exceeding design standards
- field mulls; field finishes
- insulating glass installed above 5000 feet without capillary tubes (except as specifically provided in the Marvin Limited Warranty High Altitude Supplement)
- installation or use near pools, saunas, hot tubs, or other high-humidity environments
- failure to follow Marvin's care and maintenance instructions
- failure to properly treat, seal, and maintain exposed wood
- use of brick wash, razor blades or other inappropriate cleaners or chemicals
- misuse, abuse, modification, alteration, accident, negligence
- shifting or settling of the structure in which the product is installed
- extreme weather events, extreme or unusual atmospheric conditions
- normal wear and tear; normal discoloration or fading of finishes
- variation in wood color, texture, and grain
- glass imperfections consistent with ASTM or other industry standards, which do not affect structural integrity
- war, insurrection, civil unrest, terrorism, or other Acts of God

Warp

Bow, twist, and warp shall not be considered defects unless in excess of ¼" in the plane of the door. Doors 8' or higher ordered without multi-point hardware are not performance-certified and are not warranted against bow, twist, or warp.

Moisture Management

Products installed in wall systems that do not allow for proper moisture management, such as exterior insulation and finish systems (EIFS) or "synthetic stucco" without effective engineered drainage systems, are not covered under the Limited Warranty.

Thermal Efficiency

Marvin does not warrant the amount or percentage of argon or other inert gas present in insulating glass at any time after manufacture. Inert gas dissipates over time, and may be ineffective in products manufactured with capillary tubes. Thermal efficiencies vary with the application of the product. Marvin does not warrant a specific level of thermal efficiency will be maintained by inert gas, low emissivity coatings, or other product features.

Condensation
Condensation is not a product defect, but the result of excess humidity. Condensation, frost, or mold, mildew, or fungus on product surfaces is not covered by the Limited Warranty.

Corrosion
Finish failure or corrosion of aluminum cladding, anodized and other specialty finishes, hardware, or other components due to environmental conditions such as air pollutants, acid rain, salt, sand, chemicals, or other corrosive substances is not covered by the Limited Warranty. Corrosion, deterioration, or wear of aluminum cladding and hardware in products installed within one (1) mile of a seacoast is not covered, except as provided in Marvin's Limited Warranty Supplement for Products in Coastal Environments. Annodized and other specialty finishes and non-Coastal Hardware installed within one (1) mile of a seacoast are not warranted.

Screens
Screens are not designed to, and will not prevent falls.

DISCLAIMERS, LIMITATIONS, AND ADDITIONAL TERMS AND CONDITIONS

Disclaimers
This Limited Warranty is the only warranty, written or oral, express or implied, provided by Marvin. No dealer, employee, or agent of Marvin, nor any third party, may create or assume any other liability, obligation, or responsibility on behalf of Marvin. ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. Any implied warranty which cannot be disclaimed under applicable law will be limited in duration to the shortest permissible term and, in any event, will not exceed the term of the applicable express limited warranty; the requirements for presenting any claim so affected will be as provided in this Limited Warranty. Any product or component not specifically subject to this Limited Warranty or another written Marvin product warranty is provided AS IS and without warranty. This Limited Warranty gives you specific legal rights and you may also have other rights, which may vary from state to state. THIS WARRANTY IS NOT A WARRANTY OF FUTURE PERFORMANCE OR A STATEMENT OF THE USEFUL LIFE OF ANY MARVIN PRODUCT, BUT ONLY A WARRANTY TO REPAIR, REPLACE, OR REFUND.

Limitations
IN NO EVENT WILL MARVIN BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN NO EVENT WILL MARVIN'S LIABILITY EXCEED THE PRICE PAID FOR THE AFFECTED PRODUCT OR COMPONENT. The limitations of warranty and liability set forth herein shall survive and apply, even if the exclusive remedy set forth in this Limited Warranty is found to have failed of its essential purpose.

Certifications and Ratings
Many standard Marvin products are labeled with the Window & Door Manufacturers Association (WDMA) Hallmark Certification. WDMA Certification is based on the performance of a single sample of the product at the time of manufacture. Many standard Marvin products are labeled with National Fenestration Rating Council (NFRC) ratings. NFRC ratings are based on a combination of computer simulations and physical testing of product samples. Certifications and ratings typically apply to single products only; however certain factory-mulled or combined product configurations may also be certified. Performance of individual products may vary and will change over time, depending upon the conditions of use. WDMA certifications and NFRC ratings are not performance warranties. For details on Hallmark Certification, go to www.WDMA.com. For details on NFRC Energy Performance ratings, go to www.NFRC.org.

Suitability
Determining the suitability and compliance with local or other applicable building codes or standards, of all building components, including the use of any Marvin product, and the design and installation of any flashing or sealing system, is the responsibility of the buyer, user, architect, contractor, installer, and/or other construction professional. Marvin will not be liable for any problem or damage relating to inappropriate or faulty building design or construction, maintenance, installation, or selection of products. Windows and doors are only one element of a structure; Marvin does not warrant that third party certification of a building or project to any specific standard will be achieved through the use of any Marvin product.

No Waiver
Marvin may, in its discretion, extend benefits beyond what is covered under this Limited Warranty. Any such extension shall apply only to the specific instance in which it is granted, and shall not constitute a waiver of Marvin's right to strictly enforce the exclusions, disclaimers, and limitations set forth in this Limited Warranty in any or all other circumstances.

Warranty Claims
All warranty claims must be made within sixty (60) days of the appearance of the defect. To make a warranty claim, contact your local Marvin dealer or distributor. If you do not know the name of your local dealer or distributor, use the "Where to Buy" feature at www.marvin.com, or call 800-533-6898 to locate the one nearest you. If, after five days, your dealer or distributor has not responded, send a written request to Marvin Windows and Doors, PO Box 100, Warroad, MN 56763, Attn: Warranty Department. Include the following information: your name, address, and telephone number, the date you purchased your product, the name of the dealer or distributor from whom you purchased your product, a description of product, order number, specific definition of problem or defect, actions you have taken and contacts you have made with your local dealer or distributor. Once we've received your letter, we will respond to your claim promptly.