

# COASTLINE LIMITED WARRANTY

This Limited Warranty applies to Marvin Signature® Coastline windows and exterior doors purchased on or after the Effective Date from an authorized Marvin dealer and installed in the United States. This Limited Warranty extends to the original owner and first transferee owner of the structure in which the products are originally installed and is not further transferable. Other lines in the Marvin Signature Collection are covered by the Marvin Window and Door Limited Warranty.



#### **EXCLUSIVE REMEDY**

This Limited Warranty is made as of the original date of product purchase and is not a warranty of future performance. Warranty notice periods begin on the original date of purchase. If a covered defect is reported during the term of the applicable warranty notice period, and otherwise in accordance with the terms of the Limited 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 attempt 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.

#### **GLASS**

Laminated glass is warranted against defects resulting in material edge separation or delamination for ten (10) years. Standard insulating glass is warranted against seal failure caused by manufacturing defects and resulting in visible obstruction through the glass for ten (10) years. All other glass and glass features are provided with the same warranties, limitations, and exclusions Marvin receives from its suppliers; contact Marvin for further details.

### HARDWARE, SCREENS, MOTORS

Hardware and moving components are warranted against manufacturing defects resulting in impaired function or mechanical operation for five (5) years. Normal wear and tear, and naturally occurring changes, such as tarnish, corrosion, oxidation, erosion, or discoloration of finishes are excluded.

Screens are warranted against manufacturing defects for three (3) years. Screens are not designed to and will not prevent falls.

Electric operators and other motorized accessories are warranted against manufacturing defects for one (1) year.

#### **FRAME**

Extruded aluminum components are warranted against manufacturing defects resulting in a loss of structural integrity for twenty (20) years.

### **FINISH**

 Standard paint finishes are warranted against manufacturing defects resulting in blister, peel, chalk, or fade in excess of 5 delta E Hunter units for five (5) years, per American Architectural Manufacturer's Association (AAMA) 2604 (applicable sections).

- Woodgrain finishes are warranted against manufacturing defects resulting in delamination for five (5) years.
- Kynar® and other AAMA 2605 finishes are warranted against manufacturing defects resulting in chalk and fade, per the AAMA Specification 2605-17 (applicable sections) for twenty (20) years. 2605 finishes installed in non-coastal environments are warranted against loss of adhesion (peel) for twenty (20) years. 2605 finishes installed within three (3) miles of a seacoast or other salt water environment are warranted against manufacturing defects resulting in abnormal deterioration caused by corrosion and/or loss of adhesion for ten (10) years. "Abnormal deterioration" means damage to the finish (such as peeling, flaking, or blistering) beyond what is normal for an ocean coastline environment.

#### **OBSOLETE OR DISCONTINUED PARTS**

Parts designated at the time of sale by Marvin as obsolete or discontinued are warranted against manufacturing defects for a period of one (1) year.

#### **EXCLUSIONS**

Damage, defects, or problems resulting from causes outside Marvin's control are excluded from coverage. Exclusions include, without limitation:

# Installation, Maintenance, and Acts of God

- Installation not in conformance with best practices 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
- Improper protection from the elements, including an overhang extending out at least 3/4 the distance from the bottom of a door to where the overhang begins and extending at least 3' past both sides of the opening field mulls; field finishes
- Installation or use near pools, saunas, hot tubs, or other high-humidity environments or sources of chlorine
- Power surges, loss of power, battery failure or corrosion
- Integration or incompatibility with any third party provided system or device
- Failure to follow Marvin's care and maintenance instructions

- Use of 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, including but not limited to hurricanes or wind-driven water; extreme or unusual atmospheric conditions
- Normal wear and tear; normal discoloration or fading of finishes
- Optical distortion and other glass imperfections consistent with ASTM or other industry standards, which do not affect structural integrity
- War, insurrection, civil unrest, terrorism, or Acts of God

# 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. 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 and Water Management**

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. Wall systems must be designed and constructed to manage water or moisture infiltration, which occurs in all types of construction. Damage caused by water or moisture infiltration is not covered by the Limited Warranty.

#### Corrosion

Except as expressly provided in this Limited Warranty, 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. Follow Marvin's care and maintenance instructions, available at marvin.com/care or AAMA 609 & 210-02 (Cleaning and Maintenance Guide for Architecturally Finished Aluminum).

#### **Window Opening Control Devices**

Any window opening control devices (WOCDs) provided are manufactured by third parties and are provided AS IS and without warranty. WOCDs are not a substitute for careful supervision of children.

#### Maintenance

Hardware on windows and doors must be routinely cleaned, cleared of debris, and lubricated. Aluminum, glass and weather stripping must be routinely washed with a mild soap solution and a soft rag. Glass surfaces can be cleaned with a commercial glass cleaner and paper towel. Products installed in coastal applications require more frequent cleaning and maintenance. Failure to properly maintain the product will void the warranty.

# 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. 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

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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 Coastline products are labeled with Florida Affirmations and/or with National Fenestration Rating Council (NFRC) ratings. These are based on specified testing methodologies applied to product samples at the time of manufacture. Performance of individual products may vary and will change over time, depending upon the conditions of use. Certifications, ratings, and affirmations are not performance warranties. For additional information, see www.NFRC.org and www.floridabuilding.org.

# **Suitability & Compliance**

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, sealing, drainage or water management 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 or compatibility of products.

#### No Class Action or Jury Trial

YOU AGREE YOU WILL ASSERT ALL DISPUTES OR CLAIMS AGAINST MARVIN AND MARVIN'S EMPLOYEES, DEALERS OR AFFILIATES SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OR IN ANY OTHER REPRESENTATIVE ACTION OR PROCEEDING, EXCEPT TO THE EXTENT SUCH WAIVER IS PROHIBITED BY LAW. YOU AND MARVIN ALSO AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE TO HAVE ALL DISPUTES HEARD AND DECIDED SOLELY BY THE FEDERAL OR STATE COURT JUDGE.

#### **Warranty Claims**

Warranty claims must be submitted in writing within sixty (60) days of the appearance of the defect and within the applicable notice period. Submit claims to the dealer from which the Marvin products were purchased, or to Marvin's Customer Service department at coastlineservice@marvin.com Marvin Signature Coastline products are manufactured by SIW Solutions, LLC. All references to Marvin in the Limited Warranty, including without limitation all disclaimers of warranty and limitations of liability, include SIW Solutions, LLC and its affiliates.



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