

MARVIN REPLACEMENT LIMITED LIFETIME WARRANTY

This Limited Warranty applies to Marvin Replacement™ windows and patio doors and installation services purchased from Marvin Replacement, LLC and installed by an authorized Marvin installer in the United States. Other Marvin brand products are subject to separate warranties, which are available at www.marvin.com/warranty.

**MARVIN REPLACEMENT PRODUCT –
LIMITED LIFETIME WARRANTY**

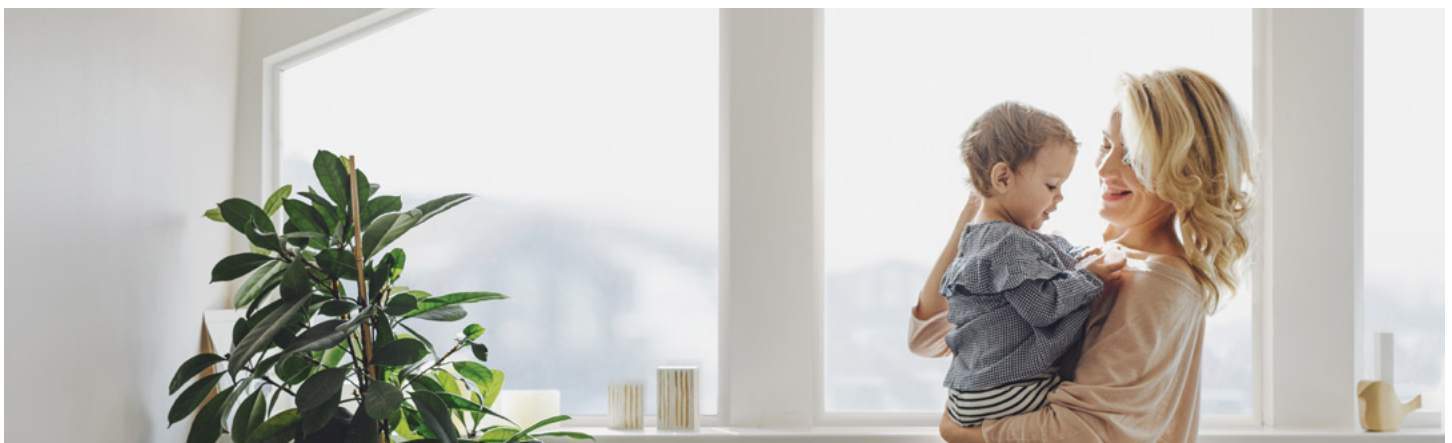
Marvin warrants to the original purchaser and owner-occupant of the home in which the product is installed that the product will be free from manufacturing defects for as long as you own and occupy the home. For the first two years, Marvin will provide service labor to repair or replace products or components under the warranty.

If you sell your home, the buyer will receive the benefit of this warranty for the following lengths of time, measured from the date on which you purchased the product:

**MARVIN REPLACEMENT INSTALLATION SERVICE –
TWO YEAR WARRANTY**

Marvin warrants its installation services for 2 years from the date of installation. Labor to repair or replace products or components under the warranty.

COMPONENT	WHAT IS COVERED	TIME
Glass	Seal failure resulting in visible obstruction through the glass	20 years
Fiberglass frames and structural components	Manufacturing defects impacting operation	10 years
Finish	Chalk, Color change > 5 Hunter ΔE units, cracking, peel	10 years
Hardware	Manufacturing defects impacting operation	10 years
Service Labor	Labor to repair or replace product under warranty	2 years



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, component, or service, or refund the price paid for the defective product, component, or service. If a covered glass defect occurs after the first 20 years of the Limited Lifetime Warranty, Marvin will provide replacement glass at one half the then-current price. Removal, shipping costs, finishing, refinishing, and disposal costs and services are not included. 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:

Maintenance, and Acts of God

- Failure to follow Marvin's care and maintenance instructions
- Failure to properly treat, and maintain EverWood® surface
- Use of brick wash, razor blades or other inappropriate cleaners, chemicals, or solvents
- Misuse, abuse, modification, alteration, accident, negligence
- Shifting or settling of the structure in which the product is installed
- Faulty building design, construction, or maintenance
- Extreme weather events, extreme or unusual atmospheric conditions
- Normal wear and tear; normal weathering
- Normal discoloration or fading of finishes, or other minor finish imperfections which do not affect product performance
- 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, 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.

FINISH DAMAGE

Degradation or failure of the Ultrex® finish, hardware, or other components due to conditions such as air pollutants, acid rain, salt, sand, chemicals, or other corrosive or abrasive substances is not covered by the Limited Warranty.

SCREENS

Screens are not designed to and will not prevent falls.

WINDOW OPENING CONTROL DEVICES

Window Opening Control Devices (WOCDs) are not a substitute for careful supervision of children. WOCDs must be tested at least monthly. Follow all safety information and instructions provided with WOCDs. This information is also available online at www.marvin.com/wocd-safetyinformation.



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 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 INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE BEYOND THE ROUGH OPENING IN WHICH A UNIT IS INSTALLED. IN NO EVENT WILL MARVIN'S LIABILITY EXCEED THE PRICE PAID FOR THE AFFECTED PRODUCT, COMPONENT, OR SERVICE. 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 apply to single products only and do not apply to mulled or combined products. 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, see www.WDMA.com. For details on NFRC Energy Performance ratings, see www.NFRC.org.

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 and within the applicable notice period. Submit claims to Marvin's Customer Service department at info@marvinreplacement.com. Include the following information: your name, address, and telephone number, the date you purchased your product, and a description of the problem. Marvin Replacement products are manufactured by Infinity Windows, LLC. All references to Marvin in the Limited Warranty, including without limitation all disclaimers of warranty and limitations of liability, include Marvin Replacement, LLC, Infinity Windows, LLC, and their affiliates.



Marvin Replacement Limited Lifetime Warranty
Effective May 2021

