

# MARVIN REPLACEMENT LIMITED LIFETIME WARRANTY

This warranty applies to the Infinity<sup>®</sup> from Marvin<sup>®</sup> brand windows and patio doors and installation services purchased from Marvin Replacement, LLC and installed by an authorized Marvin Replacement installer in the United States. Other Marvin<sup>®</sup> brand products are subject to separate warranties, which are available at [www.marvin.com/support/warranty](http://www.marvin.com/support/warranty).

## LIMITED LIFETIME WARRANTY

Marvin warrants to the original purchaser and owner-occupant of the home in which the product is installed the fiberglass frames and other non-glass components will be free from manufacturing defects for as long as you own and occupy the home. If you report a covered defect during this time, Marvin will at its option provide and install a replacement component, repair the existing product, or refund the price paid for the defective product or component.

Hardware in coastal applications, glass, and fiberglass finish are subject to the 10/20 Limited Warranty, below.

If you sell or cease to occupy your home within the 10/20 Limited Warranty period, the 10/20 Limited Warranty will apply for the remainder of its term.

## 10/20 LIMITED WARRANTY

Marvin warrants to the owner of the home in which the product is installed the non-glass components will be free from manufacturing defects for ten (10) years from the original date of product purchase; fiberglass finish will be free from chalking, color change in excess of 5 Hunter  $\Delta E$  units, cracking, or peeling for ten (10) years from the date of original purchase.

Standard 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 product 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-stainless-steel hardware or hardware without a PVD finish are not covered when installed within one mile of a seacoast or other saltwater environment.



## EXCLUSIVE REMEDY

If a covered defect is reported and verified during the term of the applicable warranty notice period, Marvin will, at its option, repair or replace the product or component, or refund the price paid for the defective product or component. 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.

## 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 under the 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
- Use of incompatible accessories
- Removal, repair, or re-installation by others than Marvin
- 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/products/design-options/window-opening-control-devices](http://www.marvin.com/products/design-options/window-opening-control-devices).



## DISCLAIMERS, LIMITATIONS, AND ADDITIONAL TERMS AND CONDITIONS

### Disclaimers

This 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 warranty. Any product or component not specifically subject to this warranty or another written Marvin product warranty is provided AS IS and without warranty. This 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, 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 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](http://www.WDMA.com). For details on NFRC Energy Performance ratings, see [www.NFRC.org](http://www.NFRC.org).

### No Waiver

Marvin may, in its discretion, extend benefits beyond what is covered under this 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 warranty in any or all other circumstances.

### 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

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 Replacement's Customer Service department at [info@marvinreplacement.com](mailto: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. Infinity from Marvin products are manufactured by Infinity Windows, LLC. All references to Marvin in the warranty, including without limitation all disclaimers of warranty and limitations of liability, include Marvin Replacement, LLC, Infinity Windows, LLC, and their parent and affiliates.

