

PRODUCT PERFORMANCE & INFORMATION

LIMITED WARRANTY – WINDOW



01/88 - 12/94

MILLWORK (WOOD PARTS)

Marvin millwork is warranted for one year after sale to be of high quality workmanship and materials, and to be free from defects which might render it unserviceable. Of course, natural variations in color or texture of woods are not defects. We suggest that all millwork be inspected upon arrival and before installation and finishing.

So that you will be fully protected by our Limited Warranty, it is the owner's responsibility to properly care for and protect new woodwork against moisture or excessive dryness, and to see that top and bottom edges and all surfaces of doors and windows are thoroughly painted or varnished. **THIS LIMITED WARRANTY SHALL NOT APPLY IF (1) THE NEW WOODWORK IS NOT SO PROTECTED FROM MOISTURE OR EXCESSIVE DRYNESS; OR (2) THE CONSUMER FAILS TO SEE THAT THE TOP AND BOTTOM EDGES AND ALL SURFACES OF DOORS AND WINDOWS ARE THOROUGHLY PAINTED OR VARNISHED.**

Some stains are not compatible with the Marvin "prime coat" and, therefore, if doors and windows are to be stained, DO NOT apply stain on top of Marvin's "factory prime". Instead, order your windows and doors "not primed" and apply stain only if the windows are unprimed. **THIS LIMITED WARRANTY SHALL NOT APPLY IF STAIN IS APPLIED ON TOP OF MARVIN'S FACTORY PRIME.**

If your windows and doors are ordered with Marvin "factory prime", a GOOD QUALITY top coat must be applied as soon as possible after installation. The top coat of QUALITY PAINT should be applied as recommended by the paint manufacturer. **THIS LIMITED WARRANTY SHALL NOT APPLY IF A GOOD QUALITY TOP COAT IS NOT APPLIED AS SOON AS POSSIBLE AFTER INSTALLATION.**

For one year, we agree to repair or replace, in the white (unfinished), without charge, any items which may be defective. The company, however, cannot, under any conditions, be responsible for repainting, refinishing, installation or other similar activities necessary to complete the replacement. It will be the owner's responsibility to complete the replacement. Please notify us at once if we have made an error or if any millwork proves to be unsatisfactory.

HARDWARE

(METAL, NYLON AND VINYL PARTS)

While all window and door hardware is manufactured by others, it is the company policy to provide a warranty against defect or error in workmanship for one year after sale. Replacement for defective hardware will be supplied free of charge for one year after sale. The company, however, will not, under any conditions, be responsible for installation, repainting, refinishing or other similar activities necessary to complete the replacement. It will be the owner's responsibility to complete the replacement.

DEALER'S NOTE: In all cases, the replacement hardware will be invoiced at the regular price and full credit will be issued when the defective hardware has been returned.

SIZE LIMITATION

THIS LIMITED WARRANTY DOES NOT APPLY WHEN WE ARE FURNISHING WINDOW UNITS OR A COMPONENT THEREOF IN A SIZE WHICH IS GREATER IN WIDTH OR GREATER IN HEIGHT THAN THE LARGEST SIZE SHOWN FOR THAT WINDOW SPECIES IN OUR PRINTED PRICE CATALOG. IN THE CASE OF SUCH GREATER SIZE, THERE SHALL BE NO WARRANTY OF ANY KIND, WHETHER IMPLIED OR OTHERWISE, WITH RESPECT TO A WINDOW AND ANY COMPONENT THEREOF.

INSULATING GLASS

All insulating glass is warranted against failure of the air seal for a period of ten years from the later of the date of manufacture or August 31, 1988. Should there be a failure of the air seal within the warranty period, the company shall supply either the insulating glass only or the glass in sash at the company's option. The company will not, under any circumstances, be responsible for installation, repainting, refinishing or other similar activities necessary to complete the replacement. It will be the owner's responsibility to complete the replacement. The company will furnish either the insulating glass only or the insulating glass in sash only, as the case may be, free of charge, F.O.B. the original point of delivery.

Cracked or broken glass is not covered by the warranty.

GENERAL PROVISIONS

THE EXPRESS WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES, TO THE EXTENT PERMITTED BY LAW, ARE HEREBY DISCLAIMED AND EXCLUDED BY MARVIN WINDOWS & DOORS. ANY IMPLIED WARRANTIES WHICH ARE NOT EXCLUDED HEREBY, DUE TO OPERATION OF LAW, ARE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTY PROVIDED HEREIN FOR THE PRODUCT WARRANTED.

THE REMEDIES SET FORTH ABOVE ARE THE SOLE AND EXCLUSIVE REMEDIES PROVIDED HEREUNDER, AND MARVIN WINDOWS & DOORS SHALL NOT BE LIABLE FOR ANY FURTHER LOSS, DAMAGES OR EXPENSES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF ITS PRODUCTS.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation on the duration of any implied warranties not excluded hereby, due to operation of law, may not apply to you. Some states do not allow the exclusion or limitation of incidental and consequential damages, so the above exclusion of incidental and consequential damages may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

To make a claim under this Limited Warranty, you must contact the contractor who installed the product or the Marvin distributor or dealer from whom the product was purchased, or, if these persons are not known, contact: Customer Service Manager, Marvin Windows & Doors, Warroad, MN 56763.

Provide the following information to the person contacted:

- (a) your name, address and telephone number;
- (b) description of product for which claim is made;
- (c) date of purchase of product (approximate if exact date not known);
- (d) name of Marvin dealer or distributor from whom purchased (if known);
- (e) nature of product failure; and
- (f) in the case of "insulating glass", provide the date of manufacture as stamped on the metal spacer between the panes of glass.

PRODUCT PERFORMANCE & INFORMATION

LIMITED WARRANTY – DOOR



MILLWORK (WOOD PARTS)

Door millwork is warranted for one year after sale to be of high quality workmanship and materials, and to be free from defects which might render unserviceable. We ask that all millwork be inspected upon arrival and before installation and finishing. It is the owner's responsibility to properly care for and protect new woodwork against moisture or excessive dryness, and to see that top and bottom edges and all surfaces of doors are thoroughly painted or varnished. For one year, Marvin Windows & Doors will at its option either repair or replace without charge the defective item in whatever stage of fitting and or finishing it was originally supplied by the manufacturer if it was found not to comply with this warranty. The company, however, cannot under any condition, be responsible for repainting, refinishing, installation or other similar activities necessary to complete the replacement. It will be the owner's responsibility to complete the replacement. Written notice of any claim under this warranty must be given to Marvin Windows & Doors within ten days of receipt of product if we have made an error or if any millwork proves to be unsatisfactory. Warping shall not be considered a defect unless it exceeds 1/4" in the plane of the door itself, and does not refer to the relation of the door to the frame or jamb in which it is hung. In measuring the amount of warp present in a door the following method shall be used: Place a straightedge, taut wire, or string on the suspected concave face of the door at any angle which could be horizontal, vertical or diagonal, with the door in its installed position. The measurement of the warp shall be made at the point of maximum distance between the bottom of the straightedge, taut wire or string and the face of the door. Action on any claim for warping may be deferred, at the option of the manufacturer, for a period not to exceed 12 months from date of claim. If a door has been installed prior to such claim being made, the door must remain hung in the original installation during the period of deferment, to permit conditioning to humidity and temperature. Squareness of door panels shall not be considered a defect unless it exceeds 1/8" in the plane of the door itself, and does not refer to the relation of the door to the frame or jamb in which it is hung. In measuring the distance the door panel is out-of-square the following method shall be used: Cross measure the distance diagonally from corner to corner across the face of the door. Both measurements should be equal. If they are not, subtract the smaller number from the larger number. The difference will be the distance the panel is out-of-square. Action on any claim for squareness of panels will be, at the option of the manufacturer, to repair or replace the defective panel. Any claim made concerning squareness of door panels should be made prior to installation and finishing.

HARDWARE

All door hardware is manufactured by others, and it is the company policy to provide a warranty against defect or error in workmanship for one year after sale. Replacement for defective hardware will be supplied free of charge for one year after sale. The company, however, will not under any conditions, be responsible for installation, repainting, refinishing or other similar activities necessary to complete the replacement. It will be the owner's responsibility for installation, repainting, refinishing or other similar activities necessary to complete the replacement. This warranty does not cover any product that has been abused, misused, worn out, altered, used for a purpose other than that for which it was intended or in a manner inconsistent with any instructions regarding its use, nor does it cover zinc dichromate coatings against corrosion within 2 kilometers or 1 1/2 miles of the sea coast.

DEALER'S NOTE: In all cases, the replacement hardware will be invoiced at the regular price and full credit will be issued when the defective hardware has been returned.

INSULATING GLASS

All insulating glass is warranted against failure of the air seal for a period of ten years from the later of the date of manufacture or August 31, 1988. Should there be a failure of the air seal within the warranty period, the company shall supply either the insulating glass only or the insulating glass in sash at the company's option. The company will not, under any circumstances, be responsible for installation, repainting, refinishing or other similar activities necessary to complete the replacement. It will be the owner's responsibility to complete the replacement. The company will furnish either the insulating glass only or the insulating glass in sash only, as the case may be, free of charge, F.O.B. the original point of delivery. Cracked or broken glass is not covered by the warranty.

SUBJECTS EXCLUDED FROM THIS WARRANTY

1. Units which are improperly installed.
2. Improper service or appearance caused by failure to follow the Installation Instructions and General Painting and Staining Instructions included with your door.
3. The appearance of the field finished doors is not warranted under any circumstances.
4. Air or water infiltration due to the nature of the product (French door only).
5. Variances in the coloration of natural wood parts.

GENERAL PROVISIONS

THE EXPRESS WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES, TO THE EXTENT PERMITTED BY LAW, ARE HEREBY DISCLAIMED AND EXCLUDED BY MARVIN WINDOWS & DOORS. ANY IMPLIED WARRANTIES WHICH ARE NOT EXCLUDED HEREBY, DUE TO OPERATION OF LAW, ARE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTY PROVIDED HEREIN FOR THE PRODUCT WARRANTED. THE REMEDIES SET FORTH ABOVE ARE THE SOLE AND EXCLUSIVE REMEDIES PROVIDED HEREUNDER AND MARVIN WINDOWS & DOORS SHALL NOT BE LIABLE FOR ANY FURTHER LOSSES, DAMAGES OR EXPENSES INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF ITS PRODUCTS. Some states do not allow limitations on how long an implied warranty lasts so the above limitation on the duration of any implied warranties not excluded hereby, due to the operation of law, may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion of incidental and consequential damages may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. To make a claim under this Limited Warranty, you must contact the contractor who installed the product or the distributor or dealer from whom the product was purchased.

ADDITIONAL DOOR INFORMATION:

1. Store the door(s) on a flat, level, dry surface in a well ventilated building. Cover to keep clean while still allowing ventilation.
2. Do not drag doors across one another or other surfaces.
3. If doors are stored at the job site for more than one week the top and bottom edges should be sealed. NOTE: Be careful not to allow sealer to run or drip onto door surfaces.
4. Whenever possible the door panels should be conditioned to local average prevailing humidities before hanging.
5. Exterior finishes must be used on exterior face and all edges of exterior doors.
6. Before finishing, bare wood door surfaces must be clean and dry. Remove handling marks, debris or effects of exposure to moisture by sanding lightly with 3/0 or 5/0 sandpaper and clean before applying your choice of finish.