

LIMITED LIFETIME WARRANTY

INFINITY[®]
from **MARVIN**
REPLACEMENT WINDOWS

This Limited Warranty applies to Infinity® windows and patio doors purchased from an authorized Infinity retailer. This Limited Warranty is applicable only to product installed in the U.S.A. and Canada. Marvin™, Marvin Entry Door™ and Integrity® brand products are subject to separate warranties, which are available at www.marvin.com/warranty or www.integritywindows.com/warranty. “Limited Warranty” means and includes the Limited Lifetime Warranty and the 10/20 Limited Warranty, below.

Limited Lifetime Warranty

Subject to the terms and conditions below, Infinity warrants to the original owner-occupant of the single-family detached dwelling in which the product is installed that the Ultrex® fiberglass and other non-glass components will be free from manufacturing defects for as long as you own and occupy the home. Hardware in coastal applications, glass, and Ultrex fiberglass finish are not covered under the Limited Lifetime Warranty; they are subject to the 10/20 Limited Warranty, below.

Transferability

If you sell or cease to occupy your home within the term of the 10/20 Limited Warranty (calculated from the original date of purchase), the 10/20 Limited Warranty will apply for the remainder of its term. The 10/20 Limited Warranty is fully transferable.

Registration

To obtain the Limited Lifetime Warranty, you must register your products with Infinity, within sixty (60) days of purchase, by completing the Warranty Registration form available at <http://warranty.infinitywindows.com/>. You may also register by calling 800-533-6898. If you do not register your products within sixty (60) days of purchase, you will not receive the Limited Lifetime Warranty; instead, you will receive the 10/20 Limited Warranty, below.

10/20 Limited Warranty

Subject to the terms and conditions below, Infinity warrants to the owner of the building (which includes any commercial building or other building which is not an owner-occupied, single-family detached dwelling) into which the product is installed that the Ultrex fiberglass, including the Ultrex fiberglass finish, and other non-glass components (including non-Ultrex substrate used in non-rectangular products) will be free from manufacturing defects for ten (10) years from the original date of product purchase. Non-stainless steel hardware, hardware without physical vapor deposition (“PVD”), and hardware not otherwise specifically-designated as having a “coastal” finish, when installed within one (1) mile of a sea coast or other salt water source, are not warranted. 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 Infinity receives from its supplier; contact Infinity for further details. Glass warranties apply to factory-installed glass or Infinity-supplied glass installed by Infinity-authorized service personnel.

Exclusive Remedy

If a covered defect appears during the term of the applicable warranty, Infinity 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, installation, finishing, refinishing, and disposal costs and services are not included. Infinity 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 Infinity’s control are excluded from coverage under the Limited Warranty. Such causes include, without limitation:

Installation, Maintenance, and Acts of God

- faulty or improper storage, handling, installation, finishing, operation, or use
- installation not in conformance with Infinity’s installation instructions and applicable building codes
- caulking, trim packages, or other materials used in product installation
- non-standard installation, such as non-vertical or sloped glazing, upside down, or out-of square
- installation or use in inappropriate applications, including applications exceeding design standards
- field mulls; field finishes
- glass installed more than 5000 feet above sea level without capillary tubes
- failure to follow Infinity’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; mechanical abrasion of finish
- misuse, abuse, modification, alteration, accident, negligence
- shifting or settling of the structure in which the product is installed; vibration
- extreme weather events, extreme or unusual atmospheric conditions
- exposure to excessive localized heat, moisture, or water leakage
- normal wear and tear; normal weathering; ripping or other damage to screens associated with normal use
- 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
- insects
- war, insurrection, civil unrest, terrorism, Acts of God

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Other Exclusions

- **Warp.** Bow, twist, and warp of doors shall not be considered defects unless in excess of ¼" in the plane of the door.
- **Synthetic Stucco.** Installation in structures that do not allow for proper moisture management, e.g., exterior insulation and finish systems (EIFS) or "synthetic stucco" is not covered under the Limited Warranty.
- **Thermal Efficiency.** Infinity 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. Infinity 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 Degradation.** 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.
- **Suitability.** Determining the suitability and compliance with local or other applicable building codes or standards, of all building components, including the use of any Infinity 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. Infinity will not be liable for any problem or damage relating to inappropriate or faulty building design or construction, maintenance, installation, or selection of products. Infinity does not warrant any product's compliance with local or other applicable building codes or standards, or its suitability for use in connection with a project seeking third party certification to any standard.

Disclaimers, Limitations, and Additional Terms and Conditions

Disclaimers. This Limited Warranty is the only warranty, written or oral, express or implied, provided by Infinity. No dealer, employee, or agent of Infinity, nor any third party, may create or assume any other liability, obligation, or responsibility on behalf of Infinity. 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 Infinity 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 INFINITY PRODUCT, BUT ONLY A WARRANTY TO REPAIR, REPLACE, OR REFUND.

Limitations. IN NO EVENT WILL INFINITY BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN NO EVENT WILL INFINITY'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 Infinity 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 Infinity 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, go to www.WDMA.com. For details on NFRC Energy Performance ratings, go to www.NFRC.org.

No Waiver. Infinity 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 Infinity'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 Infinity dealer or distributor. If you do not know the name of your local dealer or distributor, use the "View Retailers" feature at www.infinitywindows.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 Infinity Windows & 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 (etched in the corner of each glass pane), 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.