



AWAKEN SKYLIGHT LIMITED WARRANTY

This Limited Warranty applies to Marvin Skylight and Marvin Awaken™ Skylight products purchased on or after the Effective Date from an authorized Marvin dealer, and installed in the U.S.A. or Canada. This Limited Warranty extends to the owner of the structure in the product is originally installed and is fully transferable with the structure.



GLASS COMPONENTS

Standard insulating glass with stainless steel spacers is warranted against seal failure caused by manufacturing defects and resulting in visible obstruction through the glass for ten (10) years.

Laminated glass is warranted against delamination resulting in materially obstructed vision through the glass for five (5) years.

HARDWARE

Hardware is warranted against manufacturing defects resulting in non-operability for ten (10) years.

FINISH

Composite cladding finish is warranted against manufacturing defects per AAMA 624-10, Section 5 five (5) years.

SENSORS, SWITCHES, LEDS

Factory-installed sensors, switches and LEDs are warranted against manufacturing defects resulting in non-functionality for two (2) years. Marvin is not responsible or liable for any third-party system used in connection with the sensors or switches, or their integration or compatibility with any such third-party systems. Sensors are not a substitute for insurance and may not be relied upon to prevent property loss or damage, personal injury, or death.

MOTORS, ELECTRICAL COMPONENTS, SOFTWARE

Motors and electrical components are warranted against manufacturing defects resulting in nonfunctionality for one (1) year. Factory-installed software will conform in all material respects to the manufacturer's documentation for a period of ninety (90) days from unit installation. Marvin does not warrant the operation of product software will be uninterrupted or error-free, that defects in software will be corrected, or that software will be compatible with future Marvin products or third-party products or software.

SHADES

Shades are warranted against manufacturing defects resulting in non-operability of internal mechanisms or fabric delamination for five (5) 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 this 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. Marvin 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.

Removal, installation, finishing, refinishing, and disposal costs and services are not included. Labor costs associated with the replacement of any product are not covered under the Limited Warranty. The Limited Warranty also does not cover the cost of specialty equipment, such as cranes, boom trucks, platforms, or lifts, required to install a replacement product or service a product. The end user shall be responsible for any costs, including labor costs, incurred by Marvin if a claim is found not to be covered or valid under the Limited 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:

Installation, Maintenance, and Acts of God

- Installation not in conformance with Marvin's installation instructions, applicable building codes, and best practices
- Installation or use in applications exceeding design standards, including curb mount installation at a pitch greater than 60°

- Glass coating corrosion resulting from standing water or debris
- Problems caused by ice, snow, or debris, including without limitation water intrusion due to ice damming
- Field finishes
- Installation or use in high humidity environments
- Power surges, loss of power, battery failure or corrosion
- Integration or compatibility with any third-party provided system or device
- Failure to follow Marvin's care and maintenance instructions
- Use of caustic, corrosive, or other inappropriate cleaners or chemicals
- Misuse, abuse, modification, alternation, accident, or negligence
- Faulty building construction or design; structure shifting including movement in adjacent construction
- Weight or vibration
- Extreme weather events, extreme or unusual atmospheric conditions, including without limitation lightning, severe hail, excessive snow
- Normal wear and tear; normal discoloration or fading of finishes
- Glass imperfections consistent with ASTM or other industry standards, which do not affect structural integrity
- War, insurrection, civil unrest, terrorism, or Acts of God

It is the responsibility of the end user to mitigate and minimize water damage or any other damage that might be associated with a covered defect.

WATER DIVERTERS, SNOW JACKS

A water diverter is required for roof pitches greater than 45°, and where a large roof area exists above the skylight. In heavy snowfall areas, snow jacks or other protection should be used above the skylight to help manage sliding snow – especially on metal roofs with pitches greater than 30°.

CONDENSATION

Condensation is not a product defect, but the result of excess humidity or a variation between indoor and outdoor temperatures. Condensation, frost, mold, mildew, fungus, or any water damage related to condensation is not covered by the Limited 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 WITHOUT LIMITATION 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 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 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

WDMA Hallmark certification is based on the performance of a single product sample at the time of manufacture. NFRC ratings are based on a combination of computer simulations and physical testing of product samples. 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.

Suitability

Determining the suitability and compliance with local or other applicable building codes or standards, of all building components, including the use of Marvin Skylight, Marvin

Awaken, 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 of products. Marvin does not warrant that third-party certification of a building or project to any specific standard will be achieved through the use of any Marvin product.

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.

No Waiver

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 warranty notice period. To make a warranty claim, contact your local Marvin dealer or distributor. If you do not know the name of your local dealer or distributor, use the "Find a Dealer" feature at www.marvin.com, or call 800-533-6898 to locate the one nearest you. If, after five (5) days, your dealer or distributor has not responded, send a written request to Marvin, PO Box 100, Warroad, MN 56763, Attn: Customer Service 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, 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.

Awaken Skylight Limited Warranty
Effective May 1, 2023

Part #19983199

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*Effective July 1, 2023, for product sold and originally delivered in California, the Limited Warranty is made and the warranty notice period begins to run on the original date of product delivery