

# MARVIN COASTLINE GARAGE DOOR

This Limited Warranty applies to Marvin Signature<sup>®</sup> Coastline glass garage doors purchased on or after the Effective Date from an authorized Marvin dealer and installed in the State of Florida. This Limited Warranty extends to the original purchaser and is non-transferable.



# **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 or component, or refund the price paid for the defective product or component. Removal, installation, finishing, refinishing, and disposal costs and services are not included. Marvin will attempt 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.

## FRAME

The aluminum panel and framing members are warranted against manufacturing defects resulting in a loss of structural integrity for twenty (20) years.

## LAMINATED GLASS

Laminated glass is warranted against defects resulting in material edge separation or delamination for ten (10) years.

## **INSULATING GLASS**

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

## HARDWARE

If purchased directly from Marvin, hardware elements are warranted as follows:

• Wheels and Hinges are warranted against defects resulting in rust which impairs the mechanical operation of the hardware for five (5) years if originally installed in a single-family residence, and for one (1) year if installed in other applications.

- **Tracks** are warranted against material defects for five (5) years.
- Motors are warranted against manufacturing defects impairing their mechanical operation for one (1) year.
- **Springs** are warranted against manufacturing defects impairing their mechanical operation for five (5) years if installed in a single-family residence, and for one (1) year if installed in other applications.

Normal wear and tear, and naturally occurring changes, such as tarnish, corrosion, oxidation, erosion, or discoloration of finishes are excluded.

## **FINISH**

- Standard paint finishes are warranted against manufacturing defects resulting in blister, peel, chalk or fade in excess of 5 delta E Hunter units for five (5) years, per American Architectural Manufacturer's Association (AAMA) 2604 (applicable sections).
- Kynar<sup>®</sup> and other AAMA 2605 finishes are warranted against manufacturing defects resulting in chalk and fade, per the AAMA Specification 2605-17 (applicable sections) for twenty (20) years. 2605 finishes installed in non-coastal environments are warranted against loss of adhesion (peel) for twenty (20) years. 2605 finishes installed within three (3) miles of a seacoast or other salt water environment are warranted against manufacturing defects resulting in abnormal deterioration caused by corrosion and/or loss of adhesion for ten (10) years. "Abnormal deterioration" means damage to the finish (such as peeling, flaking, or blistering) beyond what is normal for an ocean coastline environment.

## INSTALLATION

Installation services are not covered under the Limited Warranty but may be subject to a separate warranty offered by the installer.

# MAINTENANCE REQUIREMENTS

Hardware must be cleaned, cleared of debris, and lubricated at least semi-annually with window and door silicone spray. Aluminum, glass, and weather stripping must be washed with a mild soap or soft solution and a soft rag every four (4) months (no abrasive cleaners). Glass surfaces can be cleaned with a commercial glass cleaner and paper towel. Products installed near coastlines or other high salinity areas require more frequent maintenance. Failure to properly maintain the product will void the 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. Exclusions include, without limitation:

# Installation, Maintenance, and Acts of God

- installation not in conformance with best practices, industry standards, and applicable building codes
- installation or use in high salinity environments or near sources of chlorine
- failure to perform adequate maintenance
- use of abrasive or other inappropriate cleaners or chemicals
- misuse, abuse, modification, alteration, accident, negligence
- shifting or settling of the structure in which the product is installed
- water or moisture infiltration

- extreme weather events, including but not limited to tropical storms, hurricanes or wind-driven water; extreme or unusual atmospheric conditions
- power surges, loss of power
- integration or incompatibility with any third party provided system or device
- normal wear and tear; normal discoloration or fading of finishes
- optical distortion and other glass imperfections consistent with ASTM or other industry standards, which do not affect structural integrity
- war, insurrection, civil unrest, terrorism, or Acts of God

## Corrosion

Except as expressly provided in this Limited Warranty, finish failure or corrosion of aluminum cladding, anodized and other specialty finishes, hardware, or other components due to environmental conditions such as air pollutants, acid rain, salt, sand, chemicals, or other corrosive substances is not covered by the Limited Warranty.

## Maintenance

Hardware must be routinely cleaned, cleared of debris, and lubricated. Aluminum, glass and weather stripping must be routinely washed with a mild soap solution and a soft rag. Glass surfaces can be cleaned with a commercial glass cleaner and paper towel. Products installed in coastal applications require more frequent cleaning and maintenance. Failure to properly maintain the product will void the warranty.

## 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 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 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.

# 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

Warranty claims must be submitted in writing within sixty (60) days of the appearance of the defect and within the applicable notice period. Submit claims to the dealer from which the Marvin products were purchased, or to Marvin's Customer Service department at <u>coastlineservice@marvin.com</u>. Marvin Signature<sup>®</sup> Coastline products are manufactured by SIW Solutions, LLC. All references to Marvin in the Limited Warranty, including without limitation all disclaimers of warranty and limitations of liability, include SIW Solutions, LLC and its affiliates.



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