

FULL LIFETIME WARRANTY

FOR AS LONG AS YOU OWN YOUR HOME

PARTS & LABOR INCLUDED

on Milgard products other than Quiet Line™ Series and Moving Glass Wall Systems, installed in the United States after September 1, 2018

Milgard Manufacturing Incorporated (“Milgard”) guarantees to the original consumer purchaser who is a natural person (and not a partnership, corporation, association, governmental agency or other entity) (“Original Purchaser”) of Milgard windows, doors or skylights, other than Quiet Line™ Series and Moving Glass Wall Systems (herein after referred to as “Products”) installed in a single family home or a multi-family home unit (“Home”) by the builder as new construction or by the Original Purchaser as replacements that Milgard will repair or replace any such Products that are defective in materials or workmanship and will pay the costs of all parts and labor. “Original Purchaser” also includes the first owner of each condominium or similar unit where a Product is installed, even if the Product is purchased or owned by a condominium or homeowners association. If repair is not commercially practical or cannot timely be made, then Milgard will, at the Original Purchaser’s option, either replace any defective Products or refund the purchase price. Milgard reserves the right to modify or discontinue any of its Products and may substitute current Products and components of equal quality and as similar in appearance as possible. Milgard, at its option, will refinish, at its cost, the exterior painted surface to be similar in appearance to the original exterior surface.

PERSONS COVERED

This Warranty extends to the Original Purchaser of the Products. The Warranty starts on the date of purchase of the Home as new construction or the installation of Milgard windows, doors or skylights in the Home as replacements (“Start Date”) and remains effective as long as the Original Purchaser owns the Home. In addition, if the Original Purchaser sells the home before ten (10) years has elapsed after the Start Date, Milgard will automatically extend full coverage under this Warranty (subject to the same limitations and exclusions as the Original Purchaser) to the new owner(s) of the Home and any subsequent owners until the tenth (10th) anniversary of the Start Date.

EXCLUSIONS FROM COVERAGE

This Warranty does not cover damage or defects relating to misuse, abuse, minor imperfections in glass that do not affect the Products structural integrity or significantly obscure vision, natural weathering of exterior finishes, acts of nature (e.g., from fire, hurricane, etc.), building settling, structural failures of walls or foundations, improper installation, handling or field mulling, the use of applied tints or films, alterations (including but not limited to customer-applied finishes), normal wear and tear, broken glass*, the failure to properly care for and maintain the Products (see the reverse side of this document for specific care and maintenance instructions or go to www.milgard.com) or condensation (i.e., moisture or ice forming on the surface of the glass or frame), except to the extent caused by failure of the Products. Normal wear, including discoloration, on hardware component finishes is not a defect and is not covered by this Warranty. Loss of functionality of hardware in highly corrosive environments, which includes any Home located within two miles of salt water and any Home located in the State of Hawaii, excluded from coverage. For Products with argon or krypton gas-filled insulating glass, Milgard injects the gas at the time

of manufacture. The gradual dissipation of inert gas may occur naturally over time and is not a defect. Other than gas loss due to seal failure, this warranty does not cover the gradual dissipation of inert gas or the amount of inert gas remaining in the Products at any time after manufacture. This Warranty does not apply to any Products that are installed in a Home that has a non-drainable EIFS or DEFS siding product. Milgard Essence Series® fiberglass windows may, as an option, be purchased with unfinished wood interior surfaces that must be finished prior to or immediately after installation. Unfinished wood surfaces that experience water damage at the jobsite or are left unfinished after installation and become stained or damaged will not be considered defective in materials and workmanship and are excluded from coverage under the terms of this Warranty.

EXCEPTIONS TO LIFETIME WARRANTY

The following products and services are not covered by Milgard’s Lifetime Warranty and have the different warranty coverage specified below: Milgard will replace the following Products that are defective in materials or workmanship at no charge to the Original Purchaser (including parts and labor) for the following respective periods: (1) any window or door screen frame and mesh --one (1) year after Start Date; (2) any integrated blind --ten (10) years after Start Date; (3) any electric motor or basic drive unit of Milgard’s operable skylights --one (1) year after Start Date; (4) any stainless steel hardware that loses functionality in highly corrosive environments--one (1) year after Start Date; and (5) Premium exterior painted vinyl finishes -- ten (10) years after Start Date for peeling, checking, cracking, or exhibiting excessive chalk, fade or color per the American Architectural Manufacturer’s Association’s (AAMA) Specification AAMA 613-17a sections 7.4 (peeling), 7.6-7.7 (chalk, fade, color) and 7.9 (cracking).

LIMITATIONS OF REMEDIES

IN NO EVENT WILL MILGARD BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (OTHER THAN LABOR TO REPAIR OR REPLACE PRODUCTS), WHETHER BASED ON BREACH OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF THESE DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

COVERAGE FOR GLASS BREAKAGE

On Tuscany®, Ultra®, Essence Series®, and Hermosa™ product series only, the Full Lifetime Warranty will extend to glass breakage including tempered glass, unless attributable to acts of nature (e.g., fire, hurricane, etc.), civil disorder, building settling, structural failures of walls or foundations or improper installation, storage or handling. Specialty glass (e.g., V-Groove, laminated glass and blinds in glass) is not covered by this glass breakage warranty.

STATE REMEDIES

This Warranty gives you specific legal rights, and you may have other rights in certain states.

CONTACT US

To obtain service under this Warranty, contact us at 1-800-Milgard or access Milgard’s website at www.milgard.com. Please keep this certificate for your files.



Clearly the best.™

Purchase Date _____

Sales Order No. _____

10-YEAR COMMERCIAL WARRANTY

10-YEAR COMMERCIAL WARRANTY ON MILGARD PRODUCTS PURCHASED IN UNITED STATES AFTER 1/1/17 (THIS IS NOT A CONSUMER WARRANTY)

Milgard Manufacturing Incorporated ("Milgard") guarantees to the original commercial purchaser ("Original Commercial Purchaser") of Milgard windows or doors (hereafter referred to as "Products") installed in (i) a single family home or a multi-family home unit that is not owner-occupied or (ii) a building used for commercial, governmental, fraternal or religious purposes (collectively a "Covered Building") as new construction or as replacements, that Milgard will, at Milgard's option, either repair or replace any Products that are found to be defective in materials or workmanship during the ten (10)-year warranty period defined below ("Warranty Period") provided that Milgard receives prompt notice of such defective materials or workmanship. Milgard will pay the costs of parts and labor, except that the Original Consumer Purchaser must provide at no cost to Milgard any scaffolding or lift equipment that may be required to repair or replace the Product (e.g. because of the height or location of the Covered Building). If repair or replacement is not commercially practical or cannot timely be made, then Milgard will refund the purchase price. The foregoing remedies are the exclusive remedies for breach of warranty. For the repair of exterior painted surfaces that fail other than due to natural weathering, Milgard, at its option, will refinish, at its cost, the exterior painted surface to be similar in appearance to the original exterior surface.

PERSONS COVERED AND DEFINITION OF WARRANTY PERIOD

This Warranty extends to the Original Commercial Purchaser of Milgard Products installed in a Covered Building. The Warranty Period starts on the date of purchase of a Covered Building as new construction or the date of purchase of Milgard Products that are installed as replacements ("Start Date") and expires ten (10) years after the Start Date. In addition, if the Original Commercial Purchaser sells a Covered Building before ten (10) years has elapsed after the Start Date, Milgard will automatically extend full coverage under this Warranty (subject to the same limitations and exclusions) to the new commercial owner and any subsequent commercial owners of the Covered Building, until the tenth (10th) anniversary of the Start Date.

EXCLUSIONS FROM COVERAGE

This Warranty does not cover damage or defects relating to misuse, abuse, the use of applied tints or films, broken glass, alterations including but not limited to customer-applied finishes, minor imperfections in glass that do not affect the Product's structural integrity or significantly obscure vision, normal wear and tear including but not limited to natural weathering of exterior finishes, broken glass, acts of nature (e.g. fire, hurricane, etc.), condensation (moisture or ice forming on the surface of the glass or frame) or damage as a result of condensation (except to the extent such condensation or damages from such condensation are caused by failure of the Product), improper storage, improper handling, improper installation or failure to properly care for and maintain Milgard Products***. Normal wear, including discoloration, on hardware component finishes is not a defect and is not covered by this Warranty. Loss of functionality of hardware (except as provided below for stainless steel hardware**) in highly corrosive environments, which includes any Covered Building located within two miles of salt water and any Covered Building located in the State of Hawaii, is also excluded from coverage. For Milgard Products with argon or krypton gas-filled insulating glass, Milgard

injects the gas at the time of manufacture. The gradual dissipation of inert gas may occur naturally over time and is not a defect. Other than gas loss due to seal failure, this warranty does not cover the gradual dissipation of inert gas or the amount of inert gas remaining in the Milgard Products at any time after manufacture. This Warranty does not apply to any Products that are installed in a Covered Building that has a non-drainable EIFS or DEFS siding product.

Milgard Essence Series® fiberglass windows and doors may, as an option, be purchased with unfinished wood interior surfaces that must be finished prior to, or immediately after installation for maximum protection. Unfinished wood surfaces that experience water damage at the jobsite or are left unfinished after installation and become stained or damaged will not be considered as defective in materials or workmanship under the terms of this Warranty.

Milgard reserves the right to modify or discontinue any of its Products. For the repair or replacement of modified or discontinued Products, Milgard will have the right to substitute current Products and components of equal quality and as similar in appearance as possible. Milgard will not be obligated to replace discontinued Products and components for which no similar alternatives are available.

DISCLAIMER OF WARRANTY

Except for the express warranty contained herein, Milgard extends no other warranties, whether express, implied or statutory, and Milgard expressly disclaims the implied warranties of merchantability and fitness or a particular purpose.

LIMITATION OF REMEDIES

In no event will Milgard be liable for incidental, indirect, special or consequential damages, whether based on breach of express or implied warranty, breach of contract, negligence, strict liability or any other legal theory. Such damages include, but are not limited to lost rents or profits, loss of use, claims of third parties and property damage. The statute of limitations applicable to all claims arising under this Warranty shall be one (1) year from the date the claim accrues.

CONTACT US

To obtain service under this Warranty, contact us at 1-800-Milgard or access Milgard's website at www.milgard.com. Please keep this certificate for your files.

* SCREENS COMPONENTS

Milgard will replace any Milgard window or door screen frame and mesh that is defective in materials or workmanship at no charge to the Original Commercial Purchaser (including parts and labor) for a period of one (1) year after the Start Date.

** STAINLESS STEEL HARDWARE

Milgard will replace at no charge (parts and/or labor) to the Original Commercial Purchaser stainless steel hardware that loses functionality in highly corrosive environments within one (1) year after the Start Date.

*** PROPER CARE AND MAINTENANCE

Please see the Care and Maintenance Instructions on the back side of this certificate or go to Milgard's website at www.milgard.com



Clearly the best.

Purchase Date _____

Sales Order No. _____