

Limited Lifetime Warranty

INFINITY[®]
— BY MARVIN[®] 



Limited Lifetime Warranty

This Limited Warranty applies to Infinity windows and doors purchased on or after the Effective Date from an authorized Infinity retailer, and installed in the U.S.A. or Canada. “Limited Warranty” means and includes the Limited Lifetime Warranty and the 10/20 Limited Warranty, below.

Subject to the terms and conditions below, Infinity warrants to the original owner-occupant of the detached single-family 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, on page 5.

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 product installation, by completing the Warranty Registration form available at warranty.infinitywindows.com. If you do not register your products within sixty (60) days of installation, you will not receive the Limited Lifetime Warranty; instead, you will receive the 10/20 Limited Warranty, on page 5.



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 caused by manufacturing defects and 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

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, 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.

* 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.

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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

- 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
- insulating glass installed more than 5000 feet above sea level without capillary tubes (except as specifically provided in the Infinity Limited Warranty High Altitude Supplement)
- 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, water leakage, or sources of chlorine
- 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

OTHER EXCLUSIONS

- Warp. Bow, twist, and warp of doors shall not be considered defects unless in excess of 1/4" in the plane of the door.
- Moisture Management. Products installed in wall systems that do not allow for proper moisture management, e.g., exterior insulation and finish systems (EIFS) or "synthetic stucco" without effective engineered drainage systems are 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.
- Window Opening Control Devices. Window Opening Control Devices (WOCs) are not a substitute for careful supervision of children. WOCs must be tested at least monthly. Follow all safety information and instructions provided with WOCs. This information is also available online at www.marvin.com/wocd-safetyinformation.
- 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, sealing, drainage, or water management 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. Windows and doors are only one element of a structure; Infinity does not warranty that third-party certification of a building or project to any specific standard will be achieved through the use of any Infinity product.



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DISCLAIMERS, LIMITATIONS, AND ADDITIONAL TERMS AND CONDITIONS

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.

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.

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 "Find a Local Consultant" 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 and Doors, P.O. 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 (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 have received your letter, we will respond to your claim promptly.

High Altitude Limited Warranty Supplement

This Limited Warranty Supplement, in conjunction with the Infinity Limited Warranty, applies to Infinity products purchased from and installed by an authorized Infinity installing retailer in the United States or Canada. THIS LIMITED WARRANTY SUPPLEMENT IS SUBJECT TO AND INCORPORATES THE TERMS, CONDITIONS, LIMITATIONS, AND EXCLUSIVE REMEDY SET FORTH IN THE INFINITY LIMITED WARRANTY (available from your Infinity dealer, at infinitywindows.com/warranty, or by calling 800-533-6898).

The terms and conditions of the Infinity Limited Warranty will apply to glass without capillary tubes in the specific products identified in Infinity's published Capillary Tube Usage Guidelines ("Guidelines") and installed at or below the altitude identified in the Guidelines for such product. Glass without capillary tubes installed above the altitudes identified in the Guidelines is not warranted. Glass without capillary tubes in products not identified in the Guidelines is not warranted above 5000 feet. Infinity may amend the Guidelines at any time in its sole discretion.

Product style, size, shape, and configuration all affect glass installed in high altitude environments. For certain products, aesthetic effects may be observed at altitudes above 5000 feet. Infinity products are made to order in a wide variety of styles, sizes, shapes, and configurations. For best results, please consult your authorized Infinity installing retailer when installing product above 5000 feet.

LIMITATIONS

In addition to all terms, conditions, limitations, and exclusive remedy set forth in the Infinity Limited Warranty, coverage under this Limited Warranty Supplement does not extend to the aesthetic quality of the glass. Bowing, curvature, and other distortions of glass will naturally occur with increased altitude, and are not considered defects. Glass bowing or deflection may also result in check-rail interference in sliding windows or audible sounds caused by sash or panels during operation.

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.

DISCLAIMERS, LIMITATIONS, AND ADDITIONAL TERMS AND CONDITIONS

This Limited Warranty Supplement, together with the Infinity 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 the Infinity Limited Warranty. This Limited Warranty Supplement gives you specific legal rights and you may also have other rights, which may vary from state to state. THIS LIMITED WARRANTY SUPPLEMENT 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.



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