

Tuscany® Series | V400 — Trinsic™ Series | V300
upgrade* V450 — Style Line® Series | V250



FULL LIFETIME WARRANTY

for Original Owner of Owner-Occupied Residential Dwelling Within the Service Territory

LIFETIME LIMITED WARRANTY

for Original Owner of Owner-Occupied Residential Dwelling Outside the Service Territory

10-YEAR LIMITED WARRANTY

All Other Owners of Covered Product

Coverage. This Warranty provides exclusive coverage for the Milgard labeled windows and doors listed above sold by Milgard Manufacturing, LLC after October 4, 2021, for installation in the United States or Canada ("Product"). * V450 and Style Line Series | V250 are covered under the Full Lifetime Warranty only if the upgrade is purchased at the time of sale and reflected on the order document.

Upon proper notice of a claim by the Product owner ("Owner") received per the terms stated herein ("Claim"), Milgard will provide replacement parts ("Parts") to correct a nonconformity in material or workmanship causing a significant impairment in usage of the Product or an obstruction of vision through the insulated glass unit ("IGU") (collectively "Nonconformity").

FULL LIFETIME WARRANTY. Milgard will provide Parts and labor at no charge to correct a Nonconformity for a Claim made by the Original Owner of a Residential Dwelling located within Milgard's Service Territory (at the time of Product purchase) for as long as the Original Owner owns and resides in the dwelling. "Residential Dwelling" includes any single-family detached home, townhome, or condominium unit used by the Owner as a personal residence. "Original Owner" is the first owner of a newly constructed Residential Dwelling with Product installed or the owner of a Residential Dwelling at the time replacement Product is installed. Milgard's "Service Territory" can be viewed at www.milgard.com/serviceterritory.

Milgard will provide Parts and labor to replace broken glass (including tempered) in Tuscany Series and V450 for as long as the Original Owner owns and occupies the Residential Dwelling. Glass breakage is included for Trinsic Series if the glass breakage upgrade is purchased at the time of sale and reflected on the order documents. Exclusions include breakage attributable to storage, handling, installation, construction, acts of nature (e.g. fire, earthquake), civil disorder, building settling, or structural failures of walls or foundations; all specialty glass (e.g. V-Groove, laminated glass, blinds in glass); and glass in garden windows.

LIFETIME LIMITED WARRANTY. Milgard will provide Parts only at no charge to correct a Nonconformity for a Claim made by the Original Owner of a Residential Dwelling located outside the Service Territory for as long as the Original Owner owns and resides in the dwelling. Owner is responsible for inspection, labor, and shipping costs. Glass breakage applies as above but is limited to Parts only.

10-YEAR LIMITED WARRANTY. Milgard will provide Parts only at no charge to correct a Nonconformity for a Claim made within 10 years of the Manufacture Date by an Owner of a structure other than an owner-occupied Residential Dwelling. This includes, but is not limited to, Product in commercial applications, non-owner-occupied Residential Dwellings, subsequent owners of Residential Dwellings, and Residential Dwellings not owned by natural persons. Skilled Labor will be provided at no charge for a Claim made within 10 years of the Manufacture Date by an Owner of a structure located within the Service Territory. See second page for details on Skilled Labor.

Modified Coverages. Capstock frames: 10 years for non-uniform or non-gradual color change, or excessive cracking, pitting, warping, chipping, peeling, blistering, or corrosion. Painted & fiberglass frames: 10 years for excessive peeling, checking, cracking, chalking, fading, or color change. Blinds between the glass and integral shades: 10 years for obstruction of vision or significant impairment in usage. Stress cracks: One (1) year. Weatherstripping and insect screens: One (1) year for Nonconformity. Stainless steel hardware: One (1) year for corrosion. 10-Year Limited Warranty only: Laminated and impact IGU coverage is limited to five (5) years for Nonconformity; Simulated divided light coverage is limited to 10 years for Nonconformity.

Disclaimers & Limitation of Remedies. To the extent allowed, the remedies herein shall be the exclusive remedy and Owner waives any other claim regardless of legal theory. **MILGARD SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES; PERSONAL INJURY; LOST PROFITS; LOSS OF USE; DIMINUTION IN VALUE; OR PUNITIVE DAMAGES. ALL EXPRESS WARRANTIES BEYOND THIS DOCUMENT ARE DISCLAIMED. TO THE EXTENT ALLOWED, ALL IMPLIED WARRANTIES ARE ALSO DISCLAIMED, INCLUDING ANY WARRANTY WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM THE COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.** Milgard's liability shall not exceed the cost of providing the remedy for the Product per the terms of this Warranty. Some state and federal laws may not allow disclaimers on implied warranties or exclusions of incidental and consequential damages, so these limitations or exclusions may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

This Warranty may only be modified by a writing signed by an authorized representative of Milgard. Any act or omission of Milgard does not create a new warranty or extend the term of this Warranty. Milgard makes no representation regarding the useful life of Milgard Product. If any term of this Warranty is deemed invalid or unenforceable in a judicial proceeding, the other terms shall remain in full force and effect.

Skilled Labor for 10-Year Limited Warranty. Skilled Labor is labor provided where the work to repair the Product requires special knowledge or skills not possessed by Owner or tools not available to Owner. Minor repairs, such as replacing a sash or lock, do not require Skilled Labor. Where Skilled Labor is not required, Milgard will pay shipping costs. Milgard is not responsible for the cost of labor or materials required for repairing or restoring any material or surfaces beyond the Product, or for any labor when a complete replacement unit is provided. If Owner fails to appear for a scheduled appointment, Milgard may leave the Parts and/or charge a separate fee to return and complete the service. Owners outside the Service Territory are responsible for the cost of any inspections, labor, or shipping.

Excluded Conditions. This Warranty does not cover, and Milgard has no obligation to respond to, damage, conditions, or a Nonconformity caused in whole or part by:

- Installation; an application or configuration exceeding the capacity of the Product design or in violation of applicable codes, plans, or specifications; mishandling or storage of Product; failure to properly incorporate Product into the building envelope; installation in inappropriate openings; building settlement or failure of walls or foundations.
- Normal wear and tear, aging, weathering, or corrosion (except as provided for stainless steel hardware); lack of product maintenance,* misuse, or abuse; lack of use of operable Product (vents/sash should be opened and closed monthly); interior moisture or condensation. Normal weathering includes the gradual fading, chalking, or darkening of any colored surface. *Milgard's maintenance instructions are available at <https://www.milgard.com/learn/window-and-door-care/care-and-maintenance>.
- Glass breakage (unless expressly provided); glass blemishes, scratches, or other imperfections allowable for Quality 3 glass per ASTM C 1036; or reflection of solar energy (sunlight) off of the Product.
- Alterations or modifications of the Product or components, such as field mulls, reinstallation, application of tints, films, sealant, caulk, or paint finishes; installation of security systems or window coverings; environmental or applied elements that exceed the tolerances of the Product or its components' performance ratings.
- Any application of force or materials, such as power washing or the use of harsh chemicals such as brick wash, acids, salts, abrasive cleaners, or solvents; acts of nature, or any other condition or cause beyond Milgard's control.

This Warranty covers only Product confirmed to have a Nonconformity. Where field testing occurs, Milgard must receive prior notice and opportunity to observe, and information on the anticipated test methods. Without its prior agreement, Milgard shall not be required to respond to testing results or extrapolations to non-tested Product, nor shall it contribute to the cost of testing. Milgard is not responsible for determining the suitability of its products for surrounding building components or wall design.

Milgard products are tested in accordance with procedures established by AAMA and NFRC. The tests measure the performance of sample products in a laboratory setting. Milgard manufactures its products using the methods and materials used in fabrication of the tested product, and the product will continue to benefit from the material and workmanship that supported certification at the time of manufacture. However, product components and manufacturing processes involve a range of tolerances which can cause variance among tested values, and in-field evaluation of a product can affect test results as well. For these reasons, Milgard does not warrant its test results.

The thermal performance of some window products is enhanced by insertion of gases into the inner space of the IGU. Given the nature of these gases and technology used to manage them, Milgard does not warrant specific gas retention or fill levels and performance variation may occur.

Warranty Claim Process. Milgard shall have no obligation under this Warranty without prior notice as provided herein. Submit claims to: www.milgard.com/form/service-request or 1-800-MILGARD (1-800-645-4273). Owner must submit a Claim during the coverage period and within 30 days of discovering the perceived Nonconformity. Notice must include contact information, order number, and description of the issue. Photographs are required unless unobtainable. Milgard shall investigate and respond in a timely manner per the terms of this Warranty, including inspecting the Product at its option.

Owner must provide reasonable access to the interior and exterior of the Product at his/her own expense, including removal of window décor and security alarms, moving furniture, and providing any scaffolding or lift equipment necessary to reach Product not accessible with a 15' extension ladder. Where safe and practical access is not available, Milgard shall be required to provide only the Parts, and not labor. Parts may not be an aesthetic match to the original. Milgard reserves the right to discontinue or modify its products. When that occurs, Milgard shall substitute parts or product of equal value or quality. If unable to provide a replacement Product and repair is not commercially practicable or cannot be timely made, Milgard may elect to refund the purchase price of the affected Product in full satisfaction of its obligations.

Requirement Before Initiating Legal Proceeding. Any liability of Milgard is contingent upon Owner (past or present) fulfilling its notice obligations as stated herein. Owner shall have no standing to assert any legal claim against Milgard unless it first gives notice of its intent to file a legal claim by filling out and submitting the Notice of Legal Claim form available at www.milgard.com/LegalClaim. Owner must wait 45 days after submitting the Notice of Legal Claim to initiate a legal proceeding in order to allow Milgard the opportunity to investigate and tender a resolution for issues claimed. For standard warranty service requests, follow the instructions under Warranty Claim Process.

Window Safety. Screens on Milgard products are intended to keep out insects and are not intended to provide security or for the retention of persons or objects. Fall prevention devices, such as window opening control devices, can be installed on windows in order to lessen the risk of accidental falls. If fall prevention devices are desired or required for a window, check with your distributor for options sold by Milgard.