

# HIGH ALTITUDE LIMITED WARRANTY SUPPLEMENT



This Limited Warranty Supplement, in conjunction with the Marvin Window and Door Warranty, applies to Marvin® products purchased from an authorized Marvin dealer, and installed 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 MARVIN LIMITED WARRANTY (available from your Marvin dealer, at <http://www.marvin.com>, or by calling 1-800-346-5128).

The terms and conditions of the Marvin Limited Warranty will apply to glass without capillary tubes in the specific products identified in Marvin'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. Marvin 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. Marvin products are made to order in a wide variety of styles, sizes, shapes, and configurations. For best results, please consult your authorized Marvin dealer when installing product above 5000 feet.

## LIMITATIONS

In addition to all terms, conditions, limitations, and exclusive remedy set forth in the Marvin Window and Door 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 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 liability and disclaimers of warranty set forth herein shall survive and apply, even if the exclusive remedy is found to have failed of its essential purpose.

## DISCLAIMER

**This Limited Warranty Supplement, together with the Marvin Window and Door 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 the Marvin Window and Door 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 MARVIN PRODUCT, BUT ONLY A WARRANTY TO REPAIR, REPLACE, OR REFUND.**

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