

**MaxView** Sliding Patio Door



Limited Warranty

Subject to the limitations and exclusions below, and for the duration of the applicable Warranty Period, Ply Gem Windows and Doors offers to the Residential Warranty Holder (as defined below) the following limited warranty (the "Warranty") with respect to the MaxView Aluminum Patio Door (the "Product").

## **WARRANTY PERIOD**

As used herein a "Warranty Period" is the time during which a remedy is available under this Warranty for a particular type of coverage. The length of each Warranty Period is set forth below. The Warranty Period accrues from the original date of purchase ("Purchase") of the Product.

## **Residential**

The Warranty is made solely to the original consumer-purchaser of the Product, who both owns and resides in the dwelling into which the Product is initially installed. This Warranty shall continue for a period of ten (10) years from the original date of purchase as long as ownership of and residence in the same dwelling are maintained. The Warranty is non-assignable and not subject to voluntary or involuntary transfer.

## **Warranty Holder Classification**

The owner of a dwelling is a Residential Warranty Holder if at the time of installation the Product is installed in either (1) a new residential dwelling and the first occupant owns the dwelling, or (2) an existing owner-occupied residential dwelling responsible for Product replacement. For example, assume the Product is installed in a condominium unit (a "dwelling") in a multi-resident building. If the first occupant of the condominium unit is the first owner of that unit and is also responsible for Product replacement, then that owner is a Residential Warranty Holder; however, if the owner is not the first occupant or if someone else other than the owner (for example, the condominium association) is responsible for Product replacement, then the owner is not a Residential Warranty Holder.

## **WHAT IS COVERED BY THIS WARRANTY**

Upon timely notice from you during the applicable Warranty Period, Ply Gem Windows and Doors, at its sole discretion, will either replace, repair, or refinish the following components if required to correct a condition directly caused by a manufacturing defect in the Product, as determined solely by Ply Gem Windows and Doors, that has resulted in a significant impairment in operation and usage:

## **Insulating Glass Unit ("IGU")**

The insulated glass unit provided by Ply Gem Windows and Doors is warranted to be free from a permanent material obstruction of vision due to premature failure of the glass seal for ten (10) years from the original date of Purchase. The laminated glass in Ply Gem Windows and Doors products is warranted to perform for five (5) years from the original date of Purchase against a permanent material obstruction of vision due to premature delamination. Ply Gem Windows and Doors makes no warranty and will have no responsibility with respect to: (1) an IGU with any post-manufacture film or coating applied; (2) deflection in glass surface due to temperature or barometric pressure; (3) the level of fill or retention of gas in a particular gas-filled IGU; or (4) any installation over 5,500 feet above sea level unless a factory installed capillary tube is properly utilized. Any IGU having a capillary tube will not be gas filled.

## **Glass Quality and Breakage**

The glass in this Product is warranted against scratches, spots, and other imperfections as determined by ASTM C1036 or ASTM C1048, whichever is applicable. Accidental or spontaneous glass breakage, glass breakage due to thermal stresses, industry accepted bow, warp or distortion in glass and minor variations in glass color are not covered by this Warranty. If such defects occur, Ply Gem Windows and Doors shall: (1) ship a replacement glass unit to the location of original product delivery; or (2) refund the original purchase price of the glass paid by Ply Gem Windows and Doors.

## **Exterior Finish**

For Products purchased with a factory-applied powder coat finish on the aluminum profile, the factory-applied powder coat finish is warranted against peeling, flaking, cracking, chipping, blistering, and significant ultraviolet fading or discoloration caused by natural environmental conditions (subject to the limitations below), for a period of ten (10) years from the original date of Purchase. For Products purchased with a factory-applied anodized finish on the aluminum profile, the factory-applied anodized finish is warranted to the Residential Warranty Holder against peeling, flaking, cracking, chipping, blistering, and for significant ultraviolet fading or discoloration caused by natural environmental conditions (subject to the limitations below), for a period of three (3) years from the original date of Purchase. Significant ultraviolet fading, discoloration, or color change of the factory-applied color coating is a change that equals or is greater than six (6) E units (as determined solely by Ply Gem Windows and Doors), calculated in accordance with ASTM D2244,

paragraph 6.2, effective on the date the Product is manufactured, and which covers a material portion or the exterior aluminum components of the Product; provided that any excessive, uneven or abnormal fade or weathering is not due to a build-up or accumulation of stains, dirt, mold, mildew, or any other factor caused by the owner of the dwelling not performing at least annual preventative maintenance. Color change will be measured on an exposed colored surface of the Product that has been properly cleaned of soils, and the corresponding values measured on the original or unexposed colored surface. Non-uniform fading or color change is a natural occurrence if the exterior surfaces of the product are not equally exposed to the sun and other environmental conditions. Because surfaces may not be equally exposed to the sun and elements, Ply Gem Windows and Doors makes no warranty with respect to the uniformity of fading. If such defects occur, Ply Gem Windows and Doors will, at its option, provide the Residential Warranty Holder factory-authorized repair at no charge, or ship replacement parts to the location of original product delivery at no charge to the Residential Warranty Holder (assembly and labor not included), or refund the purchase price of the Product or component (the lesser of the original Product or component purchase price or the original catalog list price at the time of purchase). Repaired or replaced Products or components are NOT guaranteed to match the color of the original Product or components or of other windows or doors in the dwelling, due, in part, to the normal effects of weathering over time on exterior coating or finishes.

## **Hardware**

The Product is warranted against defects in materials and workmanship that substantially impair operation and function for a period of ten (10) years from the original date of Purchase. Product Hardware installed within two (2) miles of any body of salt water is only covered by a ONE (1) YEAR WARRANTY PERIOD. If a defect covered under this section occurs, Ply Gem Windows and Doors will provide replacement parts at no charge to the Warranty Holder. Repaired or replaced hardware or Products with hardware are NOT guaranteed to match the color of the original Product or component of other windows or doors in the premises. If such defects occur, Ply Gem Windows and Doors shall (1) ship replacement hardware and components to the location of original product delivery; or (2) refund the original purchase price of the hardware paid by Ply Gem Windows and Doors.

## **WHAT THIS LIMITED WARRANTY DOES NOT COVER**

The performance of the Product can vary depending on variations in environmental stresses, building design, construction, and installation. In addition to other specific limitations set forth herein, the following general limitations also apply to any coverage under the Warranty for the Product:

### **SELECTING THE CORRECT PRODUCT FOR A PARTICULAR BUILDING DESIGN/APPLICATION IS THE SOLE RESPONSIBILITY OF THE PURCHASER.**

Any Warranty coverage herein is contingent upon, the proper installation and integration of the Product into a building in accordance with any applicable building code, good building practices, and Ply Gem Windows and Doors' installation instructions for the Product. This Warranty does not cover damage or conditions caused in whole or part by any of the following: (1) water or water intrusion; (2) air infiltration; (3) design of an appropriate flashing system; (4) failure to provide an adequate overhang and to prevent the effects of sheeting water from above; or (5) structures that fail to allow for the proper management of drainage or moisture.

Ply Gem Windows and Doors makes no warranty with respect to any Product that has been altered, modified, subjected to unauthorized repair, (e.g., Product to which films, paint, varnish, or any coating has been applied by someone other than Ply Gem Windows and Doors), or Product to which non-standard parts have been added.

Ply Gem Windows and Doors makes no warranty with respect to any condition beyond the control of Ply Gem Windows and Doors, including but limited to normal weathering, aging or deterioration; Product misuse or abuse; exposure to corrosive or abrasive products, solvents, or other harmful chemicals; vandalism; improper maintenance or harmful cleaning; acts of God; salt water spray; sand; pollutants or conditions that exceed the capacity of or are incompatible with Product design; mold and mildew accumulation; panel shrinkage or expansion caused by change in weather; expansion of aluminum units in dark colors caused by direct exposure to sunlight; warping or distortion due to exposure to heat sources (e.g., fire, barbecue grills, etc.) or to unusual or reflective heat sources (e.g., glass reflection, roofing materials, pools, decks, blacktop, or concrete materials); excessive heat or solar radiation at altitudes above 5,500 feet ASL or in extreme desert climates with prolonged elevated daily ambient temperatures and solar exposure; heat build-up; oxidation; and minor scratches or minor visual imperfections (as determined solely by Ply Gem Windows and Doors).

PLY GEM WINDOWS AND DOORS DOES NOT WARRANT ANY INSTALLATION OR AGAINST ANY DEFECTS ATTRIBUTABLE TO INSTALLATION AND IS NOT LIABLE FOR ANY DEFECTS OR PROBLEMS RELATED TO INSTALLATION. Ply Gem MaxView Doors are a specialty product that require special installation. All bottom and top tracks must be leveled to within a 1/16", any variation greater than 1/16" will greatly affect operability of the door system and will void any and all express warranties. A sealant is normally used to seal the frames or trim packages from water and/or air penetration. The sealant is not considered part of the Product and is not covered under this Warranty. The integrity of the seal is considered a maintenance responsibility of the owner.

Ply Gem Windows and Doors makes no warranty against "normal weathering" (e.g., the damaging effects of sunlight, weather and atmospheric conditions that may cause any colored surface to fade, chalk or become discolored, soiled, or stained). The degree to which normal weathering occurs can vary depending on air quality, the building's location and other local conditions over which Ply Gem Windows and Doors has no control. While aluminum typically maintains its manufactured color closely as it ages, exposure to the elements will cause gradual, uniform change over time, and normal weathering is not covered by this Warranty. Periodic cleaning of the exposed aluminum surfaces in accordance with AAMA 609 and 610 is required and will help prolong the original color and help protect against excessive fade or weathering.

Ply Gem Windows and Doors makes no warranty against condensation or mold resulting from humidity within the premises or interior/exterior temperature differentials. Note: Condensation on your windows can be the natural result of excess moisture in the home or changes in temperature. Higher performance glass often has better resistance to condensation, and if you choose a high performance glass upgrade, it may allow for higher humidity levels in your home. Ply Gem Windows and Doors makes no guarantee in regard to condensation whatsoever.

All product components and manufacturing processes involve an inherent range of variance. Some variance in individual product performance is normal and within an expected range of tolerance as reflected in the testing standards promulgated by industry associations such as the American Architectural Manufacturer's Association (AAMA) and the National Fenestration Rating Council (NFRC). Ply Gem Windows and Doors makes no warranty that the Product will continue to

perform under conditions beyond the Product's design limitations. If Product testing is performed by the owner or others, Ply Gem Windows and Doors shall not be responsible for any damage to the Product caused by any testing that is not performed under the appropriate test protocols and standards for the Product as published by AAMA or the NFRC.

No dealer or distributor is authorized to change or add to this Warranty. No action or inaction of Ply Gem Windows and Doors shall constitute a waiver of any limitation in the Warranty.

**EXCLUSIVE REMEDY:** THIS WARRANTY PROVIDES THE EXCLUSIVE REMEDY FOR ANY PRODUCT RELATED ISSUE AND IN NO EVENT SHALL PLY GEM WINDOWS AND DOORS OR ITS AFFILIATED ENTITIES BE LIABLE FOR ANY LOSS OF USE, LOST PROFITS, DIMINUTION IN VALUE, OR CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE LOSS OR DAMAGE OF ANY KIND. UNDER NO CIRCUMSTANCE SHALL PLY GEM WINDOWS AND DOORS BE LIABLE FOR AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE AFFECTED COMPONENT.

**ADDITIONAL DISCLAIMER:** THIS IS THE SOLE WARRANTY FOR THE PRODUCT AND PLY GEM WINDOWS AND DOORS DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. NO OTHER STATEMENTS, ADVERTISING OR PRODUCT REPRESENTATIONS OF ANY KIND OR FROM ANY SOURCE SHALL EXPAND THE SCOPE OF THIS WARRANTY. COURSE OF DEALINGS, CUSTOM AND USAGE, STATEMENTS, LABELS, ADVERTISING AND PRODUCT REPRESENTATIONS OF ANY KIND SHALL NOT EXPAND THE SCOPE OF THIS WARRANTY. If any limitations in the Warranty are unenforceable under any applicable law, all other provisions and limitations shall remain effective to the full extent of the law. **This Warranty gives you specific legal rights and you may also have other rights that vary from state to state.**

Ply Gem Windows and Doors reserves the right to discontinue or make changes in any of its products, including color changes. In the event the Products covered by the Warranty is not available, Ply Gem Windows and Doors reserves the right to substitute a product or component that, in its sole discretion, is of substantially equal quality or price and shall not be liable as a result of any difference. In the event of repair or replacement under this Warranty, the warranty applicable

to the replacement components or products or to the repaired components or products will extend only for the time remaining under the original warranty period.

**FREIGHT AND SHIPPING**

Freight damage claims must be made at point of delivery. Customer/installer must inspect product and have driver/ carrier sign to any visible damage for bill of lading, or no valid claim will exist. Customer/installer is responsible for providing appropriate staff and equipment necessary to safely unload product. Shipment dates are approximate and shall not be deemed to represent a fixed or guaranteed delivery date. Ply Gem Windows and Doors shall not be responsible for any penalties, damages or labor charges resulting from delayed shipments or our inability to ship by the scheduled dates.

If you are the Residential Warranty Holder and would like to register your warranty, you can do this by filling out the registration form on our website, visit: [plygem.com/wps/portal/home/support/warranty-registration](http://plygem.com/wps/portal/home/support/warranty-registration)

OWNER AGREES THAT ANY OBLIGATION OF PLY GEM WINDOWS AND DOORS WITH RESPECT TO ITS PRODUCTS IS CONTINGENT UPON NOTICE AS DEFINED HEREIN AND PLY GEM WINDOWS AND DOORS HAVING A REASONABLE OPPORTUNITY TO RESPOND TO SUCH NOTICE.

**PROCEDURE FOR MAKING WARRANTY CLAIM**

Claims must be initiated during the applicable Warranty period. Within thirty (30) days of discovering any suspected defect in the Product, Owner must contact the dealer/ distributor or contractor from whom Owner purchased the Product or contact Ply Gem Windows and Doors Customer Service directly at 1-888-9PLYGEM or at [plygem.com](http://plygem.com).

Each of Owner’s names, property identification, proof of status as Owner, proof of purchase, date and place of purchase, date of installation, a description of the Product and a description of the issue must be included.

Owner should be prepared to provide information, including the Owner’s name, the property address, the date and place of purchase, the date of installation, a description of the Product and a description of the problem. Proof of property ownership, proof of Product purchase, must also be provided in writing. Pictures must be furnished if requested by Ply Gem Windows and Doors. Upon proper notice, Ply Gem Windows and Doors

shall be afforded the opportunity to inspect or take other action necessary to evaluate the claim. If an inspection reveals no warranted defect in the Product, Owner agrees to pay a fee for the costs of the inspection. Owner may be required to return the Product or component to Ply Gem Windows and Doors (at Owner’s expense). As an alternative to repair, refinishing or replacement, Ply Gem Windows and Doors may choose to refund the original purchase price of the affected components. In no event shall Ply Gem Windows and Doors be liable for any shipping costs or the costs of any repair that is not performed by or at the direction of Ply Gem Windows and Doors. In the event of repair, refinishing or replacement under this Warranty, the Warranty Period applicable to the replacement components or Product will be the time remaining under the Warranty for the original Product.

**Record your information here so you have a copy for your records. Owner must complete and submit the warranty registration within ninety (90) days of the date of installation. (Your installer or dealer should be able to assist you in filling out this information):**

Installation Date: \_\_\_\_\_

Window types and number of units installed: \_\_\_\_\_

Installer/Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Original Homeowner Name: \_\_\_\_\_

Order Number: \_\_\_\_\_

Please register your purchase at: [plygem.com/wps/portal/home/support/warranty-registration](http://plygem.com/wps/portal/home/support/warranty-registration)

**INSTALLATION AND MAINTENANCE REQUIREMENTS**

Products must be stored, installed, maintained, repaired, and used in accordance with acceptable good trade practice and our supplied instructions in order to prevent damage and maintain your warranty. Failure by the installer, Owner, or end user to follow the installation and maintenance contained within this warranty shall void any and all express warranties.

**RECOMMENDED MAINTENANCE PROCEDURES**

Normal and regular maintenance is required to maintain the appearance and extend the finish life and maintain proper operation. The following maintenance procedures are recommended:

**Tracks**

Always keep bottom guide channel free from debris. Remove surface contaminants from visible track surfaces by vacuuming and or wiping with a dry clean cloth.

**Locking Mechanisms**

Lubricate the lock cylinder with a light mineral oil or silicone spray. Ensure locking points operate freely; lubricate as needed with light mineral oil or silicone.

**Aluminum Finishes**

Exposed surfaces should be cleaned with mild detergent soap and water. Any chips or scratches must be repaired immediately and not left exposed to the elements.