# BayView WARRANTY



Bay View Series Windows & Doors ("Bay View"), subject to the terms, conditions and limitations set forth below, warrants Bay View Series windows and doors to be free from defects in materials or manufacturing.

#### **ACCIDENTAL GLASS BREAKAGE**

If purchased with original order, Monte Verde will provide to the original purchaser who owns and occupies a home with Bay View Series Windows, Accidental Glass Breakage Replacement for as long as the purchaser continuously owns and occupies the Home. This coverage includes Bay View Windows with annealed glass options including: Clear, LoE. Tinted. Obscured and Special Obscured. Excluded from coverage are Specialty Glass options including: V-Groove, Laminated & Tempered. This coverage is non transferrable to a subsequent homeowner and does not include natural catastrophe or acts of God.

#### 1. WHO IS COVERED

- 1.1 This limited warranty applies to each original purchaser who is the owner of a single-family residence (including condominiums) in which Monte Verde windows or doors are installed, whether as a part of new construction or as a replacement.
- **1.2** This limited warranty is transferable by the original purchaser to one subsequent owner of the residence by giving Monte Verde written notice of the transfer of the residence within 45 days of the transfer

#### WHAT IS COVERED AND WHAT IS NOT COVERED

- **2.1** This limited warranty covers defects in materials or manufacturing of Monte Verde Windows & Doors.
- 2.2 This limited warranty does not cover defects in materials or manufacturing caused by:
- **2.2.1** Improper or faulty installation.
- 2.2.2 Damage or defects related to abuse, misuse, vandalism, natural catastrophe, acts of God, normal wear and tear, or natural weathering of finishes.
- 2.2.3 Damage or defects caused by paint, solvents, chemicals, after market films/tints, customer applied finishes, fumes, vapors, mildew, air pollution, normal weathering, or corrosion from a salt-air environment.
- 2.2.4 Building settlement or structural failures of walls or foundations.
- 2.2.5 Buildings that have a non-drainable EIFS or DEFS siding
- 2.2.6 Any products manufactured by Monte Verde Windows & Doors installed in a non-residential building.
- 2.2.7 Loss of function of hardware in Monte Verde Windows & Doors installed in buildings located within 2 miles of the ocean or a

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body of salt water.

- 2.2.8 Solar Reflective Coatings: SRC "exterior finish only" is not covered under this limited warranty. SRC exterior finishes are warranted against cracks, peels and blisters for a period of 10 years from the beginning of coverage. If SRC cracks, peels or blisters during the first 10 years from the beginning of coverage, Monte Verde will repair or replace the Bay View Product with the SRC at no cost to the Purchaser. All other components of the window or door: vinvl. hardware, screen, glass, glass breakage is covered as specified in this limited warranty.
- 2.3 This limited warranty applies only to Monte Verde windows and doors installed in the 48 contiguous United States.

#### WHAT MONTE VERDE WILL PROVIDE

#### 3.1 COVERAGE - MATERIAL AND LABOR

In the event of a covered defect, Monte Verde will provide to the original residential home owner replacement parts, including labor at no charge for as long as he/she owns the residence. Monte Verde will provide to one subsequent homeowner replacement parts, including labor at no charge for a period of 10 years after the date of manufacture of the covered defective window or door. Should the original style or color product no longer be available, Monte Verde will, at its discretion, provide current products of equal or higher quality. Pet doors will be free from defects in materials or manufacturing for a period of 2 years from date of manufacture.

#### **IMPORTANT ADDITIONAL LIMITATIONS**

- 4.1 THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.
- 4.2 THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER ORAL OR WRITTEN EXPRESS WARRANTIES. LIABILITIES OR OBLIGATIONS OF MONTE VERDE.
- 4.3 NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS SHALL BE EFFECTIVE FOR A PERIOD IN EXCESS OF 1 YEAR FROM THE DATE OF ORIGINAL MANUFACTURE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS. SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- 4.4 IN NO EVENT SHALL MONTE VERDE BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND. INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSON THEREIN, RESULTING FROM THE BREACH OF ANY WARRANTY SET FORTH THEREIN. SOME STATES

DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

- 4.5 NO FIELD REPRESENTATIVE. DISTRIBUTOR OR DEALER OF MONTE VERDE IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS LIMITED WARRANTY.
- 4.6 DAMAGE THAT OCCURS AS THE RESULT OF WATER AND/OR WIND INTRUSION AND/OR ANIMAL AND/OR PEOPLE COMING INTO AND/OR LEAVING THE STRUCTURE BY WAY OF THE MONTE VERDE FREEDOM+ PET DOOR. WHILE MONTE VERDE FREEDOM+ PET DOORS WILL KEEP THE INTERIOR OF THE BUILDING IN WHICH THEY ARE INSTALLED COMFORTABLE UNDER MOST CIRCUMSTANCES. THEY ARE NOT WEATHER PROOF AND THE CLOSING PANEL PROVIDED WITH THE DOOR IS NOT A SECURITY DEVICE. MONTE VERDE WILL NOT BE RESPONSIBLE FOR DAMAGES OR OTHER CONSEQUENCES THAT ARISE AS THE RESULT OF AN ANIMAL OR PEOPLE (INCLUDING SMALL CHILDREN) PASSING THROUGH OR ATTEMPTING TO PASS THROUGH THE PET DOOR EITHER INTO THE STRUCTURE OR TO THE EXTERIOR.

#### WHAT YOU MUST DO TO MAKE A CLAIM

If you believe that you have a valid claim to make under this limited warranty, you must promptly notify in writing the contractor or builder that installed the window or door in order to provide an opportunity to investigate that claim and examine the product for defects. You must also send a copy of the notice directly to Monte Verde at the address set forth below. Reasonable access to the window or door for inspection must be provided.

Mail: P.O. Box 3867. Pinedale. CA 93650 Phone: (877) 966-6838 / (877) - 9MonteV

Purchaser Name:
Dealer / Builder:
Dealer / Builder Phone:
Monte Verde Order Number:
Date of Installation/Completion:

## Proper Care and Maintenance For Monte Verde Vinyl Windows and Doors

### **Frame Cleaning:**

- Vacuum dirt from sill and track areas before washing.
- Clean window and door frames with a mixture of mild dish soap and water.
- Abrasive or caustic cleaners or solvents are NEVER recommended.
- Always rinse completely with clean water and wipe dry.

#### **Drainage Systems:**

- Check to make certain the drainage or "weep holes" are always clear of dirt, stucco, sand or building materials, both inside and outside the window or door in the bottom of the frame.
- It's normal for water to accumulate in the sill or track area with wind driven rain. The water is intended to drain to the outside as water builds up or outside pressure subsides.
- Keep sill or track areas clean of dirt or debris.
- · Use a small, soft bottle brush to clear openings.

#### Glass Care:

- · Clean glass with mild dish soap and clean water.
- Avoid washing glass in direct sunlight.
- Never use any petroleum-based cleaners or caustic chemicals on your glass.
- Never use a razor blade, putty knife or abrasive pad to clean the glass.
- Never use a high pressure spray nozzle when rinsing your windows and doors after washing.
- Abrasive or caustic cleaners are NEVER recommended because they might cause permanent damage to the finish/coating or the glass.

#### Screens:

Clean screens by first removing, then washing on a flat, clean surface with mild dish soap and water and a very soft brush. Rinse, wipe dry and reinstall.

#### **Condensation & Mold:**

- Condensation can be a natural occurrence in the home.
- Check all windows and doors for airtight seals.
- Open windows and doors whenever practical to allow interior moisture to escape.
- Regularly use ceiling fans to circulate the air.
- Use exhaust fans in rooms with high humidity (bathrooms/kitchen).
- Use dehumidifiers to reduce the amount of moisture inside homes with high humidity.

#### **KEY DO'S AND DONT'S**

**DO:** Clean the frame surfaces.

**DON'T:** Use a razor blade, putty knife or abrasive pad.

**DO:** Use a glass cleaner or mild dish soap.

**DON'T:** Use any petroleum-based cleaners or solvents.

Clean tracks and "weep holes."

**DON'T:** Use oil-based lubricants.

**DO:** Check weather stripping and hardware. **DON'T:** Live with poor performing components.

**DO:** Clean your insulated glass with proper cleaning agents. **DON'T:** Add attachments to the glass or frame without approval

from window manufacturer.

**DO:** Choose CERTIFIED (NFRC/AAMA) window and door products.

**DON'T:** Settle for products that do not meet important water,

air infiltration, structural and thermal performance standards.

**DO:** Read and understand your manufacturer's warranty

and install per AAMA/manufacturer's instructions.

