

# MARVIN REPLACEMENT FIVE YEAR INSTALLATION WARRANTY

## INSTALLATION SERVICES

Marvin Replacement, LLC ("Marvin") warrants its installation services will be performed in a professional and workmanlike manner. If you report a verified installation defect resulting in damage to your windows or doors within five years of the date of installation, Marvin will, at its option, correct the installation or refund the installation fees associated with such window or door.

Damage to other building materials or components and finishing or refinishing of other building materials or components is not covered. Normal wear and tear, weathering, and deterioration of caulking compounds are not covered.

## DISCLAIMERS

This Installation Warranty is the only warranty, written or oral, express or implied, provided by Marvin with respect to the installation services. No employee or agent of Marvin, nor any third party, may create or assume any other liability, obligation, or responsibility on its behalf. 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 Service Warranty. THIS INSTALLATION WARRANTY IS NOT A PRODUCT WARRANTY OR WARRANTY OF FUTURE PERFORMANCE.

## LIMITATIONS

IN NO EVENT WILL MARVIN OR ITS PARENT OR AFFILIATES BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN NO EVENT WILL MARVIN'S (OR ITS PARENT'S OR AFFILIATES') LIABILITY EXCEED THE PRICE PAID FOR THE SERVICE. The limitations of warranty and liability set forth herein shall survive and apply, even if the exclusive remedy set forth in this Installation Warranty is found to have failed of its essential purpose.

## 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.

## WARRANTY CLAIMS

All claims are subject to verification by Marvin. If a claim is determined by Marvin to be outside the scope of this Installation Warranty, then standard service fees may apply. To make a claim under this Installation Warranty, contact us at [info@marvinreplacement.com](mailto:info@marvinreplacement.com).