



Transferable Lifetime Limited Warranty Replacement Products

SERIES 3050, SERIES 3100, SINGLE HUNG, PICTURE WINDOW, SLIDERS, SERIES 3201, DOUBLE HUNG, PICTURE WINDOW, SLIDERS; 600 HOPPER

At ModernView we are proud of the quality and workmanship of our windows and patio doors and want you to be satisfied with them. We are pleased to offer you the following Transferable Limited Lifetime Warranty on our products for materials and workmanship from the date of installation at no additional cost to you!

Of course, as you would expect, our warranty does not cover normal wear and tear, or damages resulting from misuse, abuse, neglect or improper maintenance, and alterations or damages caused by others.

Unit Components

 ModernView warrants to the original single-family homeowner that products manufactured by ModernView will be free of defects in parts (including screens) and workmanship under normal use and service for as long as you own and reside in the home in which the products were installed.

Insulated Glass

 The insulated glass portion of the window is warranted not to “fail” for a period of thirty years from the date of purchase. A “failed” unit is one that develops a significant obstruction of vision resulting from a moisture film formation or dust collection between the interior glass surfaces of the unit caused by failure of the hermetic seal. Small marks, scratches and spots which do not exceed company standards or federal government specifications DD-G-451D or ASTM C1036 Standard Specification for Flat Glass, do not make insulated glass units defective.

Insulated Glass Warranty Coverage

Should the glass fail after year 15 as a result of defects described above, then ModernView will charge you a fixed percentage of the company's selling price for insulated glass at that time, according to the following schedule.

Years	Required Payment Percentage
0-15	0%
16-25	25%
26-30	50%

Transfer of Warranty

This warranty is transferable one time only by the original single family homeowner to a successor owner of the property. If this warranty is transferred, it will remain in effect for 10 years after the date of the transfer or the conclusion of the original warranty, whichever comes first. ModernView must receive written notice of the transfer of title to such property within thirty (30) days after the date of transfer of ownership. Failure to timely furnish such notice and payment to ModernView will result in the immediate termination of the warranty coverage.

Repair Procedure

This warranty is limited to ModernView, at its option, repairing and/or replacing defective parts (color matching not guaranteed) in lieu of repair or replacement. ModernView, in its sole discretion, reserves the right to refund the amount paid by the original single-family homeowner for the window product (excluding installation cost).

Product Changes

ModernView reserves the right to discontinue or change any product it manufacturers. If the part or component of the product originally installed is not available and ModernView determines to make replacement, ModernView shall have the right to substitute such part or component designated by ModernView to be of equal quality and price.

Commercial Applications

If ModernView products are installed in non-owner multi-family occupied dwellings or used for commercial purposes such as schools, churches, government owned structures, office buildings, etc., then this warranty will be limited to 10 years.

Limitations

ALL IMPLIED WARRANTIES INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WILL EXPIRE WITH THE TERM OF THIS LIMITED WARRANTY. MODERNVIEW EXCLUDES AND WILL NOT PAY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ITS LIABILITY WILL IN ALL INSTANCES BE LIMITED TO REPAIR OR REPLACEMENT OR REFUND OF ACTUAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitation of the duration of an implied warranty.

This limited warranty is only applicable in the USA. This limited warranty gives you specific legal rights, and you may also have other rights, which may vary, from state to state.

This limited warranty may not be changed or modified by any representative of the manufacturer or its distributors or dealers.

Condensation, Mold & Mildew

Condensation on the glass surface is a natural result of excess moisture in the house and does not indicate a defective product or faulty installation. Maintaining proper household humidity levels may prevent problems such as mold, mildew and related health risks. In no event shall ModernView be liable for any damages, including special, incidental or consequential damages, resulting from condensation, mold or mildew.

IF YOU BECOME AWARE OF PERSISTENT CONDENSATION ON YOUR WINDOWS, YOU SHOULD TAKE IMMEDIATE REMEDIAL ACTION TO PREVENT WATER, MOLD AND/OR MILDEW DAMAGE TO YOUR PROPERTY AND POTENTIAL HEALTH RISKS.

**PLACE APPLICATION IN ENVELOPE AND
MAIL TO:**

**ModernView
Attn: Warranty Department
300 Welcome Center Blvd.
Welcome, NC 27374**

Vinyl Color

Color change due to normal weathering is excluded from this warranty. Normal weathering is defined as any exposure to ultraviolet (sun) light, weather and atmospheric conditions which will cause any colored or painted surface to fade, darken, chalk or acquire a surface accumulation of dirt or stains. The severity of these conditions depends on air quality, location of your home and other local conditions.

Paint Color

ModernView warrants that, for a period of ten (10) years from the date of purchase, the coating (paint) applied to vinyl (PVC) by ModernView will not crack, pit, peel, blister or suffer non-uniform fading discoloration (non-uniform fading discoloration from unequal exposure of surfaces to the sun and elements is not covered by this warranty).

Damage Related Exclusions

- Improper installation, use or maintenance
- Product failure or damage due to improper installation or modifications including: adjustments or corrections due to improper installation
- Failures due to product modifications or window shading devices (e.g., glass tinting, security systems, improper painting or staining, insulated window coverings, etc.)
- Units improperly assembled and/or improperly mulled by others
- Water infiltration other than as a result of a defect in manufacturing, materials or workmanship
- Glass or metal damage caused by others (e.g., brick wash, sanding or improper washing, chemicals or airborne pollutants such as salt or acid rain). Corrosion resistant hardware is available for installations exposed to salt water or acid rain
- Delivery damage by companies other than ModernView
- Accidents or Acts of God
- Normal wear and tear

General Exclusions

- Tarnish, corrosion or discoloration of hardware finishes
- Caulking is a maintenance responsibility of the homeowner after installation and is not covered under the warranty
- Defects in exterior paint coverage limited to 10 years

Labor Related Exclusions

- Labor is NOT included in any portion of this warranty
- Replacement of sash panels, glass or other components
- Removal and disposal of defective product
- Painting or staining of repaired or replaced product, component, trim or other carpentry work that may be required
- Service trips to provide instruction on product use

How to get help...

For further information or to make a claim, please contact the ModernView retailer/dealer who supplied you with the ModernView product. If unavailable or unknown to you, you may contact us at:

ModernView Warranty Department
300 Welcome Center Blvd.
Welcome, NC 27374

All claims must include the following information:

- Description of the product such as the exterior color, unit size or inside visible glass measurements
- A detailed description of the suspected defect and where the product is installed
- Product identification number (PIN), which is a unique eight-digit “warranty I.D.” number located in the top portion of each product
- Proof of purchase and date
- Your name, address, and telephone number

Replacement products may be provided to the homeowner at no cost, but there could be labor charges for the removal of defective products and for installation of replacement products, if not removed and installed by the homeowner. The manufacturer has no responsibility, liability or obligation for, nor will it pay, any removal or installation costs for the replacement products.

Replacement products will be delivered to the nearest ModernView location. Delivery to the actual installed location is the responsibility of the homeowner.

When warranty coverage is unclear, ModernView may charge an inspection fee of \$100.00 for any on-site inspections. If the inspector determines the ModernView product has a defect covered by this warranty, the inspection fee will be waived.

This warranty applies to:

SERIES 3050, SERIES 3100,
SERIES 3201, and 600 HOPPER.



300 Welcome Center Blvd.
Welcome, NC 27374

08-18 supersedes 10-17

**Note: This is not a Warranty Registration.
Please use for a Warranty Transfer only.**

ModernView
Warranty Transfer Application

Name of New Owner _____
(Please Print)

Name of Original Owner _____

Address _____ City, State, Zip _____

Date of Installation ____/____/____ Date of Title Transfer ____/____/____

Installed By _____