

AX550 – AX450 – VX350 MOVING GLASS WALLS LIFETIME LIMITED WARRANTY

Coverage. This Warranty provides exclusive coverage for AX550, AX450, or VX350 Moving Glass Walls manufactured by Milgard Manufacturing LLC (“Milgard”), sold after August 1st, 2024, and installed in the United States or Canada (“Product”). The Warranty is provided to the first owner of a newly constructed structure with Product installed or the owner of a structure at the time the Product is installed (“Original Owner”). This Warranty is not transferable to subsequent owners.

Upon proper notice of a claim by the Product owner (“Owner”) received during the warranty period and per the terms stated herein (“Claim”), Milgard will provide replacement parts (“Parts”) to correct a nonconformity in material or workmanship causing a significant impairment in usage of the Product or an obstruction of vision through the insulated glass unit (“IGU”) (collectively “Nonconformity”).

Milgard will provide Parts at no charge to correct a Nonconformity for a Claim made by the Original Owner as follows:

Mainframe: For as long as the Original Owner owns the structure.

IGU: 20 years for standard IGU; 5 years for laminated or impact IGUs.

Anodized Finish: 20 years for non-uniform or non-gradual color change, or excessive pitting, chalking, or fading.

Paint Finish: 20 years for excessive peeling, checking, chalking, fading, or color change.

Components: 10 years (if not listed elsewhere in this Coverage section).

Screens: 5 years.

Weatherstripping: 1 year.

Electronic Hardware: 1 year.

Stainless Steel Hardware: 1 year for corrosion.

Coverage period starts on the date of manufacture. Owner is responsible for any and all inspection, labor, and shipping costs.

Warranty Claim Process. Milgard shall have no obligation under this Warranty without prior notice as provided herein. Submit claims to: www.milgard.com/form/service-request or 1-800-MILGARD (1-800-645-4273). Owner must submit a Claim during the coverage period and within 30 days of discovering the perceived Nonconformity. Notice must include contact information, order number, and description of the issue. Photographs are required unless unobtainable. Milgard shall investigate and respond in a timely manner per the terms of this Warranty, including inspecting the Product at its option. Parts may not be an aesthetic match to the original. Milgard reserves the right to discontinue or modify its products. When that occurs, Milgard shall substitute parts or product of equal value or quality. If unable to provide a replacement part or Product, Milgard may elect to refund the purchase price of the affected Product in full satisfaction of its obligations.

Disclaimers & Limitation of Remedies. The remedies herein shall be the exclusive remedy and Owner waives any other claim regardless of legal theory. Milgard makes no warranty for the Product beyond this writing. **ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM THE COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, ARE DISCLAIMED. MILGARD SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES; PERSONAL INJURY; LOST PROFITS; LOSS OF USE; DIMINUTION IN VALUE; OR PUNITIVE DAMAGES.** Milgard’s liability shall not exceed the price of the affected Product. Some state and federal laws may not allow disclaimers on implied warranties or exclusions of incidental and consequential damages, so these limitations or exclusions may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

This Warranty may only be modified by a writing signed by an authorized director of Milgard. Any Owner rights arising out of this Warranty may not be assigned without Milgard's written agreement. Any act or omission of Milgard does not create a new warranty or extend the term of this Warranty. Milgard makes no representation regarding the useful life of Milgard Product. If any term of this Warranty is deemed invalid or unenforceable in a judicial proceeding, the other terms shall remain in full force and effect.

Excluded Conditions. This Warranty does not cover, and Milgard has no obligation to respond to, damage, conditions, or a Nonconformity caused in whole or part by:

- Installation; an application or configuration exceeding the capacity of the Product design or in violation of applicable codes, plans, or specifications; mishandling or storage of Product; failure to properly incorporate Product into the building envelope; installation in inappropriate openings; building settlement or failure of walls or foundations.
- Temporary thermal expansion or bowing of Product due to direct sunlight or a significant differential between indoor and outdoor temperatures.
- Normal wear and tear, aging, weathering, or corrosion (except as provided for stainless steel hardware); lack of product maintenance,* misuse, or abuse; lack of use (door panels should be opened and closed monthly); interior moisture or condensation. Normal weathering includes the gradual fading, chalking, or darkening of any colored surface. *Milgard's maintenance instructions are available at <https://www.milgard.com/learn/window-and-door-care/care-and-maintenance>.
- Glass breakage; glass blemishes, scratches, or other imperfections allowable for Quality 3 glass per ASTM C 1036; or reflection of solar energy (sunlight) off of the Product.
- Alterations or modifications of the Product or components, such as field mulls, reinstallation, application of tints, films, sealant, caulk, or paint finishes; field assembly or fabrication of Product; installation of security systems or door coverings; environmental or applied elements that exceed the tolerances of the Product or its components' performance ratings.
- Any application of force or materials, such as power washing or the use of harsh chemicals such as brick wash, acids, salts, abrasive cleaners, or solvents; acts of nature, or any other condition or cause beyond Milgard's control.

This Warranty covers only Product confirmed to have a Nonconformity. Where field testing occurs, Milgard must receive prior notice and opportunity to observe, and information on the anticipated test methods. Without its prior agreement, Milgard shall not be required to respond to testing results or extrapolations to non-tested Product, nor shall it contribute to the cost of testing. Milgard is not responsible for determining the suitability of its products for surrounding building components or wall design.

Milgard products are tested in accordance with procedures established by AAMA and NFRC. The tests measure the performance of sample products in a laboratory setting. Milgard manufactures its products using the methods and materials used in fabrication of the tested product, and the product will continue to benefit from the material and workmanship that supported certification at the time of manufacture. However, product components and manufacturing processes involve a range of tolerances which can cause variance among tested values, and in-field evaluation of a product can affect test results as well. For these reasons, Milgard does not warrant its test results.

The thermal performance of some door products is enhanced by insertion of gases into the inner space of the IGU. Given the nature of these gases and technology used to manage them, Milgard does not warrant specific gas retention or fill levels and performance variation may occur.

Requirement Before Initiating Legal Proceeding. Any liability of Milgard is contingent upon Owner (past or present) fulfilling its notice obligations as stated herein. Owner shall have no standing to assert any legal claim against Milgard unless it first gives Milgard notice of its intent to file a legal claim by filling out and submitting the Notice of Legal Claim form available at www.milgard.com/LegalClaim. Owner must wait 45 days after submitting the Notice of Legal Claim to initiate a legal proceeding in order to allow Milgard the opportunity to investigate and tender a resolution for issues claimed. For standard warranty service requests, follow the instructions under Warranty Claim Process.

Door Safety. Screens on Milgard products are intended to keep out insects and are not intended to provide security or for the retention of persons or objects. Fall prevention devices, such as a safety railing, can be installed near doors in order to lessen the risk of accidental falls.