



**Ultra™ Series | C650 — V450 — V350 — Style Line® Series | V250 — V150
Aluminum Thermally Improved | A250 — Standard Aluminum | A150**

LIFETIME LIMITED WARRANTY

For Original Owners of Owner-Occupied Residential Dwelling

**RESIDENTIAL: LIFETIME FOR MAINFRAME | 20 YEARS FOR IGU & COMPONENTS
COMMERCIAL: 10 YEARS FOR MAINFRAME, IGU & COMPONENTS**

Coverage. This Warranty provides exclusive coverage for the Milgard labeled windows and doors listed above sold by Milgard Manufacturing, LLC after October 4, 2021, for installation in the United States or Canada (“Product”). It attaches to the Product at the time of sale by Milgard and is provided to the initial purchaser of the Product. The Warranty transfers to all subsequent Product owners, and the selling owner should provide this document to a buyer before or at the time of sale.

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”).

Residential Dwelling. Milgard will provide Parts to correct a Nonconformity for a Claim made by the Original Owner of an Owner-Occupied Residential Dwelling as follows: Mainframe: at no charge during the lifetime of the Product as installed. IGU & components: at no charge within 20 years of the date of manufacture (“Manufacture Date”). For subsequent owners of an Owner-Occupied Residential Dwelling, Milgard will provide Parts at no charge to correct a Nonconformity for 10 years of the Manufacture Date.

“Original Owner” is the first owner of a newly constructed Residential Dwelling with Product installed or the owner of a Residential Dwelling at the time replacement Product is installed. “Owner-Occupied Residential Dwelling” includes any single-family detached home, townhome, or condominium unit used by the Owner as a personal residence.

Commercial Application. Milgard will provide Parts at no charge to correct a Nonconformity in the mainframe, IGU or components for a Claim made within 10 years of the Manufacture Date by an Owner of a structure other than an Owner-Occupied Residential Dwelling.

Labor & Shipping. Milgard will provide Skilled Labor necessary to repair the Product and pay shipping costs for Claims made within 10 years of the Manufacture Date (or for the coverage period of a Modified Coverage, if less than 10 years) if the structure is located within Milgard’s Service Territory at the time of Product purchase (see www.milgard.com/serviceterritory). “Skilled Labor” is labor provided where the work to repair the Product requires special knowledge or skills not possessed by Owner or tools not available to Owner. Minor repairs, such as replacing a sash or lock, do not require Skilled Labor. An Owner within the Service Territory is responsible for the cost of all non-skilled labor, and for any inspection, labor, and shipping costs for a Claim received more than 10 years after the Manufacture Date. An Owner outside the Service Territory is responsible for all inspection, labor, and shipping costs.

Milgard shall not be responsible for the cost of labor or materials required for repairing or restoring any material or surfaces beyond the Product. Milgard is not responsible for any labor when a complete replacement unit is provided. Owner must provide reasonable access to the interior and exterior of the Product at his/her own expense, including removal of window décor and security alarms, moving furniture, and providing any scaffolding or lift equipment necessary to reach Product not accessible with a 15’ extension ladder. Where safe and practical access is not available, Milgard shall be required to provide only the Parts, and not labor. If Owner fails to appear for a scheduled appointment, Milgard may leave the Parts and/or charge a separate fee to return and complete the service.

Modified Coverages. Capstock frames: 10 years for non-uniform or non-gradual color change, or excessive cracking, pitting, warping, chipping, peeling, blistering, or corrosion. Painted & fiberglass frames: 10 years for excessive peeling, checking, cracking, chalking, fading, or color change. Blinds between the glass and integral shades: 10 years for obstruction of vision or significant impairment in usage. Simulated divided light: 10 years for Nonconformity. Laminated and impact IGUs: Five (5) years for Nonconformity. Stress cracks: One (1) year. Weatherstripping and insect screens: One (1) year for Nonconformity. Stainless steel hardware: One (1) year for corrosion.

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 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.
- 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 of operable Product (vents/sash 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 (unless expressly provided); 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; installation of security systems or window 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 window 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.

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 Product and repair is not commercially practicable or cannot be timely made, Milgard may elect to refund the purchase price of the affected Product in full satisfaction of its obligations.

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.

Window 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 window opening control devices, can be installed on windows in order to lessen the risk of accidental falls. If fall prevention devices are desired or required for a window, check with your distributor for options sold by Milgard.