



## **Limited Warranty**

Monarch Windows and Doors, would like to thank you for selecting **Monarch Products**, we are confident they will provide you with comfort, aesthetics and value for many years to come. As with any product warranty, there are certain limitations and disclaimers, which must be included so that all parties are assured the product is being installed and used properly. Our intent is to make this warranty as clear and user-friendly as possible.

Monarch Windows and Door Products carry a “**Limited Warranty**” which provides coverage for Insulated Glass, Cellular PVC and Hollow Vinyl Components, Factory applied paint to Cellular PVC & Aluminum Clad, and coverage for all other parts and components.

There are four primary components to Monarch Windows and Doors Products and the assurances and warranty provisions are specific to each:

1. **Insulated Glass – 10year+Limited Lifetime Warranty** Monarch warrants that under normal conditions, the insulated glass will not develop any material visual obstructions as a result of premature failure of the insulated glass seal. If a failure of seal occurs Monarch will provide free of charge replacement insulated glass only\*, for 10 years from date of manufacture. Upon the beginning day of the 11<sup>th</sup> year the replacement glass will be sold at 50% of current list price. Replacement glass will be shipped F.O.B. factory.  
\*NOTE: there is no coverage for any associated costs, such as installation, disposal, or refinishing.
2. **Vinyl Components – 20 year Warranty** Cellular PVC and Hollow Vinyl Components are warranted to NOT rot, warp, blister, corrode or flake under normal conditions, for 20 years from date of manufacture. If any repair or replacement is provided, such repair or replacement is warranted for the remainder of the original warranty period.
3. **No-Paint-Required Components – 10 year Warranty** – This section applies to factory applied paint to the exterior of Monarch Clad Painted Aluminum components and to all Cellular PVC also referred to as “MCell”. Monarch warrants that this paint will not blister, peel, or flake, under normal conditions, for 10 years from the date of manufacture. The paint performance will vary depending on installation in heavy salt spray environments, airborne pollution, elevation, orientations, altitude and other atmospheric conditions. Painted surfaces will weather and fade over time in any environment. Monarch warrants that the factory painted components will maintain their basic color characteristics with minimal fading or chalking due to weathering for 5 years from date of manufacture. If a paint failure should occur, Monarch reserves the right to determine the best method for corrective action.
4. **All other parts and components –5 year Warranty** (including but not limited to such items as weather-strip and hardware). Window and door hardware components are usually manufactured by others and purchased by Monarch for use in our products. Monarch warrants hardware components against premature component failure that substantially impairs the operation or performance of these products. In the event of such a failure, Monarch will provide no-charge replacement parts, for this limited warranty, for defects under normal conditions for 5 years. Usually the current model will be provided, however, since Monarch purchases many of these items from others, Monarch cannot guarantee that the exact model or design of hardware will be available in the future. Any component or products repaired or replaced are warranted for the remainder of the original warranty period.  
NOTE: there is no coverage for any associated costs, such as installation, disposal, or refinishing.

(warranty continues)

**THE REMEDIES PROVIDED IN THIS LIMITED WARRANTY WILL BE FORFEITED BY THE OCCURRENCE OF ANY OF THE FOLLOWING CONDITIONS:**

- Improper installation of the window or door unit (installation instructions factory applied on each unit).
- Failure to properly finish wood components, or otherwise properly protect CPVC components; all interior surfaces within 60 days of installation according to industry standard finishing methods or failure to properly maintain the finish (see Monarch Care and Use Guide at [www.monarchwindows.com](http://www.monarchwindows.com)).
- **WARNING PAINTING of cellular pvc or any pvc surfaces with a paint not specifically formulated for pvc materials will forfeit the product warranty .**
- **WARNING PAINTING a color darker than L-56 value where 0=black & 100 =white, (even with a paint specifically formulated for pvc) will forfeit the product warranty .**
- Installation in a non-vertical or sloped application.
- Damage from accident, misuse, or abuse.
- Alteration, modification, or use for a purpose other than that for which it was intended or designed (Including, but not limited to, paint applied to vinyl, and damage resulting from security systems applied or attached to our product).
- Application of any tint, UV limiting or sun blocking film to either interior or exterior surfaces of the glass, or the use of film shades.
- Use in or around ships, boats, trailers, campers, swimming pools whirlpools, spas, saunas or greenhouses.
- Installation above 5000 ft. above sea level, unless high altitude breather tubes have been factory installed.
- Exposure to harmful chemicals.
- Mulling (connecting or attaching) Majestic or Mcell series product(s) to those of another manufacturer.
- Failure to follow Monarch's Care and Use Guide as outlined on factory applied labels and located at [www.monarchwindows.com](http://www.monarchwindows.com).
- Failure to comply with the claims procedure outlined herein.

**EXCLUSIONS: The following items or conditions are specifically excluded from the remedies provided by this warranty:**

1. Remedies requested for any Labor for removal, repair or replacement of defective parts, products or glass, or any repainting refinishing costs, except as noted above.
2. Remedies requested for any consequential, incidental or punitive damages.
3. Remedies requested for damage caused by or adjustment required from:
  - a. Improper handling, installation, or maintenance and/or delivery by others.
  - b. Exposure to conditions beyond performance specifications and/or design limitations.
  - c. Water infiltration other than as a result of a manufacturing defect.
  - d. Condensation and damage caused by the failure to resolve condensation.
  - e. Damage to glass, metal, Cellular PVC, PVC, or any other surfaces caused by brick wash, sanding, improper cleaning/washing, chemicals or airborne pollutants.
  - f. Minor scratches, and/or minor glass imperfections that do not impede or severely obstruct normal viewing area, and do not impact the structural integrity of the insulated glass.
  - g. Reflective distortion of any kind, included, but not limited to, color, tint, hue or waves inherent of annealed, coated, laminated, and tempered glass.
  - h. Heat gain, vinyl distortion, or damage of any kind, included, but not limited to, effects due to the reflective properties of glass and its finishes.
  - i. Alignment/location of inner grids of less than or equal to 1/8" from specified location.
  - j. Stresses to product caused by building defects, building movement and or settling of building.
  - k. Catastrophic weather or acts of God, including fire, wind or wind-blown objects.
  - l. Normal weathering, wear and tear.
4. Any applicable taxes and freight. (Replacement parts will be shipped to the closest Monarch distributor at Monarch's expense or the option to ship direct to the homeowner at the homeowners expense).
5. Remedies requested for glass breakage, including stress cracks.
6. Remedies requested for special glazing.
7. Laminated and/or Impact glass will have a warranty limited to 5 years, against delaminating of inner liner (PVB), and extensive visual obstruction due to glass seal failure.
8. Monarch does not warrant the percentage of inert gas present in High Performance products. Gas dissipates over time at different rates depending upon use and conditions.
9. Remedies requested for inner grid rattle due to lack of uniform supported structure of product, in which the operation of the product or of another product causes vibration harmonics into the Monarch product and induces inner grid to vibrate against the insulated glass, creating a noise.
10. Remedies requested for brass, oil rubbed bronze hardware finishes for finish loss, tarnishing, or wear.
11. Remedies requested for corrosion, tarnishing or operation of standard hardware in high salt spray environments.
12. Remedies requested for wood texture, color variations and other wood characteristics within Monarch's specifications.
13. Remedies requested for natural warping of wood components unless the "warp" exceeds 1/8" on wood components less than 40 inches in length; or exceeds 1/4" on parts exceeding 40" in length; warping includes bowing, cupping, and twisting. See "Monarch Warped Door Warranty/Policies" on website [www.monarchwindows.com](http://www.monarchwindows.com).
14. Remedies requested for Swinging Doors over 7 ft. tall without factory installed multi-point locking hardware, as these products are not warranted against warp age or performance.
15. Remedies requested for any special or custom product or item, which is manufactured according to specification provided by the customer.
16. Remedies requested for any product in a size which is greater than that shown in our catalog; these products are purchased "as is" without any warranty.
17. Remedies requested for product purchased without factory installed glazing; these products are purchased "as is" without any warranty.
18. Remedies requested for product installed in structures that do not allow for proper management /drainage of moisture, including but not limited to, exterior insulation and finishing systems (EIFS) or "synthetic stucco" without an engineered drainage system.
19. Remedies requested for products manufactured by others.

(warranty continues)

## **LIMITS OF LIABILITY**

**WHERE LAWFUL, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

No distributor, dealer, employee, salesperson or representative of Monarch has any authority to change or modify this warranty in any way, either orally or in writing. Monarch is not liable for any consequential, incidental or punitive damages, costs of installation of replacements or costs of refinishing of window or door components or adjacent parts/millwork. Monarch shall make the final determination of whether or not a defect exists.

In addition to, or in lieu of, remedies provided elsewhere in this document, Monarch, at its sole discretion, may repair or replace defective part or product or refund a portion of the original purchase price. We reserve the right to perform warranty work or arrange for another party to perform warranty work. In no event shall the liability of Monarch Windows & Doors or any seller of Monarch products arising out of a product defect exceed the original purchase price of the product. This warranty is governed by the laws of the state of Alabama without regard to choice of law principles. In the event any provisions of this warranty are found to be unenforceable, the remaining provisions shall remain in full force and effect.

## **CLAIMS PROCEDURE**

If you have any questions regarding this warranty or have a claim under the provisions of this warranty, please contact your local authorized independent Monarch distributor or our manufacturing facility listed below. To process a claim you must furnish the glass code (numbers and/or letters printed within /upon the insulated glass unit). If you have questions about locating the glass code, please contact the Monarch facility listed below. You must notify Monarch or your local independent Monarch distributor of any defects within a reasonable time, but no later than 30 days after the defect is discovered or reasonably should have been discovered, and within the period covered by the warranty. Monarch may require any defective parts be returned to Monarch or our closest distributor. In order to process a warranty claim, Monarch reserves the right to inspect product before it is removed or modified in anyway. Monarch field visits may result in service charges if a non- warranty site survey is required and/or requested.

***Effective on Monarch Windows & Doors Products Manufactured after 6-1-2011***

***Monarch Windows and Doors***

***PO Box 249 • Anniston, AL 36202 • 1-256-831-7000***

***Attention: Customer Service Department***

