



# MERCER 10 YEAR COMMERCIAL VINYL PRODUCTS WARRANTY

MERCER VINYL WINDOW AND PATIO DOOR PRODUCTS INSTALLED IN OREGON, WASHINGTON, CALIFORNIA, IDAHO, NEVADA, AND HAWAII AFTER AUGUST 1, 2006 (This is not a consumer warranty).

MERCER WINDOWS (MERCER) guarantees to the original commercial purchaser ("Original Commercial Purchaser") of Mercer factory glazed vinyl windows and sliding patio doors (hereinafter referred to as "Products") installed in (i) a single family home or multi-family home unit that is not owner occupied or (ii) a building used for commercial, governmental, fraternal or religious purposes (collectively, a "Covered Building") as new construction or replacements, that Mercer will, at its option, repair, furnish replacements for defective parts\*, or provide finish touch up kits for any such Mercer Products\*\* that are defective in materials or workmanship, during the ten (10) year warranty period defined below, provided that Mercer receives prompt notice (i.e. within 30 days) of occurrence of such defective materials or workmanship. Mercer will pay the cost of parts and labor, except that the Original Commercial Purchaser must provide at no cost to Mercer any scaffolding or lift equipment that may be required to repair or replace the Product (i.e. because of the height or location of the Covered Building). If repair is not commercially practical or cannot be timely made, then Mercer, at its option, may provide replacement Product only, or refund Mercer's original sales price. Repair labor, if any, furnished under this Warranty must be by Mercer pre-authorized repair personnel.

#### PERSONS COVERED

This warranty extends to the "Original Commercial Purchaser" of Mercer Products installed in a Covered Building provided the warranty registration form available at [www.mercerwindows.com](http://www.mercerwindows.com) (click on warranty tab then "warranty registration - commercial") is completed promptly after purchase. The Warranty starts on the date of recording of valid notice of completion of the Covered Building as new construction or installation of Mercer "Products" in the Covered Building as replacements ("Beginning Date") and expires ten (10) years after the Beginning Date. In addition, if the Original Commercial Purchaser sells the Covered Building before ten (10) years has elapsed after the Beginning Date, Mercer will extend full coverage under this Warranty to the new owner(s) of the Covered Building and any subsequent owners, until the tenth (10th) anniversary of the Beginning Date.

#### EXCLUSION FROM COVERAGE

This warranty does not cover defects or damage related to misuse; abuse; alteration including but not limited to customer applied finishes or the use of applied tints or films; normal wear and tear; settlement, deflection, or failure of surrounding structure; natural weathering of exterior finishes; impact of foreign objects; vandalism; acts of Nature (e.g. fire, flood, hurricane, hail, etc.); Argon gas loss through sealant; improper installation\*\*\*, storage or handling; or wind or rain loads in excess of the AAMA certified tested performance rating of the product. (Original Purchaser, and their architect and builder, is responsible for selecting Mercer products that meet or exceed design pressure requirements dictated by the Covered Building location and exposure, local building codes, and good judgment and prudence). This warranty also does not cover insulating glass failure due to enclosed high heat or moisture environments (e.g. pools, saunas, solariums); or exposure to chemical cleaners, paints, stains, solvents, incompatible caulks and sealants, sprinkler systems, air born pollutants, chlorine vapors, or excessive buffeting or vibration. Product that is installed in tilt wall, sloped out of vertical pane, or flat skylight applications is excluded. Normal wear, including discoloration, on hardware component finishes is not a defect and is not covered by this Warranty. Loss of function of hardware (except as provided below for stainless steel hardware\*\*\*\*) in highly corrosive environments, which includes any Covered Building located within two miles of salt water and any Covered Building located in the State of Hawaii, is also excluded from coverage. This Warranty does not apply to any Mercer Products that are installed in a Covered Building that has a non-drainable EIFS or DEFS siding product. Mercer must be paid in full for all Products or this warranty is void. Mercer reserves the right to change or discontinue parts, components, or any window or patio door it manufactures. If Mercer determines that repair or replacement of a defective part or component is not possible because the part or component has been changed or discontinued, Mercer reserves the right to supply a comparable part, or if a comparable part or component is not available, to supply a comparable entire product. Mercer shall not be liable in the event material varies in color or gloss in comparison to the original product as a result of normal weathering.

#### LIMITATIONS ON REMEDIES

This is Mercer Windows sole warranty with respect to Products. No other warranty of any kind, express or implied, is made and all implied warranties of merchantability and fitness for a particular purpose or use or any other matter are disclaimed and excluded where said disclaimers are not prohibited by applicable state or federal law. The remedy provided in this limited warranty is in lieu of all incidental, indirect, special, or consequential damages, and is in lieu of all claims in contract; breach of warranty, express or implied; tort; negligence; strict liability; or any other legal theory. Such damages include, but are not limited to, lost rents or profits, loss of use, claims of third parties and property damage. The statute of limitations applicable to all claims arising under this Warranty shall be one (1) year from the date the claim accrues.

#### STATE WARRANTIES

This Warranty gives you specific legal rights, and you may have other rights which vary from state to state.

#### FOR SERVICE

To obtain service under this Warranty, contact Mercer at (888) 896-8606 or access Mercer's website at [www.mercerwindows.com](http://www.mercerwindows.com), click on warranty tab, then service request.

#### \* INSULATING GLASS

Mercer's warranty with respect to insulating glass factory glazed into its window or door products under the name "Mercer" is that the glass will be free from material obstruction of vision resulting from dust or other foreign particles collecting on the inside (air space) surface of the glass in accordance with Mercer's glass defects policy (copies available upon request) and warranty conditions of Mercer's flat glass suppliers.

#### \*\* SCREENS

Mercer will, at its option, repair at no charge (parts and/or labor), or ship a replacement screen or screen door to the Original Purchaser, for any Mercer window or patio door screen and mesh that is defective in materials or workmanship for a period of one-half (0.5) year after Beginning Date.

#### \*\*\* IMPROPER INSTALLATION

If the Mercer Product is not properly stored, handled or installed per approved Mercer shop drawings, catalog details, or instructions back printed on the Mercer window or door label, and all references to AAMA approved installation methods contained therein, this warranty is void. Proper head flashing, compatible sealant bedding behind mounting fin, and integration of flashing with adjacent wall building paper wrap are required and supplied by others. This warranty does not cover water leaks or air infiltration in surrounding structure provided by others.

#### \*\*\*\* HARDWARE

Mercer will, at its option, repair at no charge (parts and/or labor), furnish replacements for defective parts, or provide finish touch up kits or lubricant for stainless steel hardware that loses its function in highly corrosive environments within one (1) year after the date of installation of the windows or doors as new construction or replacements.

**KEEP THIS WARRANTY FOR YOUR FILES**