



# AXIO™ TILT + TURN WINDOW TWENTY-YEAR LIMITED WARRANTY

Harvey Windows & Doors is a brand of Cornerstone Building Brands, Inc. This Warranty is provided by MW Manufacturers Inc., a subsidiary of Cornerstone Building Brands, Inc.

## WARRANTY TERMS

The Warranty period lasts for twenty (20) years from the date the Product is manufactured (the "Warranty Period"). Within the Warranty Period, the Warranty applies to the following:

- (1) The original purchaser, so long as the original purchaser owns and resides in the home; and/or the
- (2) The immediately subsequent purchaser of the home from the original purchaser, so long as the immediately subsequent purchaser owns and resides in the home.

The Warranty shall not apply or be used by any further subsequent owner of the home. Further the Warranty does not apply to buildings not used as single family residences (e.g., rental properties, schools, governmental agencies, apartments, and cooperative housing arrangements).

For such purchasers or entities to which this coverage does not apply, the Warranty period will be (10) years following the date of original installation.

## WARRANTY COVERAGE

The Warranty covers only manufacturing defects of the Product such as locks, keepers, balances, sash retainers, and hinges. In the event of such a defect, the Warranty is limited to replacing and/or repairing the defective part or component of the Product. If Harvey requires the return of the defective part or component of the Product, the Warranty covers the shipping costs. The Warranty does not, in any event, cover labor costs.

Insulating glass within the Product is covered against material obstruction of transparency resulting from film formation or dust collection on the interior surfaces. If Harvey requires the return of the defective part or component of the Product, the Warranty covers the shipping costs.

Replacement of part or component of Product pursuant to the Warranty does not extend the Warranty period.

## WHAT DOES THE WARRANTY NOT COVER

- Damage to the Product that occurred prior to installation.
- If the Product surfaces are painted or coated with any substance other than the original manufactured surface.
- Broken glass;
- Torn screening;
- Damages resulting from improper installation;
- Damages caused by airborne pollutants including, but not limited to, salt and acid rain;
- Improper use, negligent and/or improper maintenance;
- Damage resulting from heat that causes excessive temperature differential over the glass surface or the edges of the Product;

## CLAIMS PROCEDURES

Prior to initiating a claim, the homeowner should contact the company that sold and/or installed the Product, after discovery of a problem to determine if the problem is installation or Product related.

**A homeowner or the builder/contractor make a claim pursuant to this Warranty by:**

- Calling Harvey's Field Service Department at 1-800-822-0437;
- Submitting a claim at [harveywindows.com](http://harveywindows.com); or
- E-mailing [fieldservice@harveybp.com](mailto:fieldservice@harveybp.com).

- Damage resulting from acts of God or other causes beyond the control of the Manufacturer including, but not limited to fire, lightning, humidity, windstorms, earthquakes, and windborne objects.
- Damage resulting from the applied to the unit by movement of the building or inadequate provision for expansion or contraction of framing;
- Products installed on ships, vehicles, or outside the continental United States;
- Seal failure if the seal has been subject to immersion in water; does not extend the Warranty period.

## CAN HARVEY DISCONTINUE THE PRODUCT? IF SO, WHAT HAPPENS TO THE WARRANTY?

Harvey may, in its sole discretion and for any reason, discontinue or modify the Product without notice. In the event of discontinuation or modification the Warranty is void and shall no longer apply to any previously sold Products and will have the right to substitute products which, in its sole discretion, are of equal value and quality.

## MISCELLANEOUS

The Warranty is the only warranty applicable to the Product.

**TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY, MW AND HARVEY MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE PRODUCT. THE GOODS ARE SOLD "AS IS," "WHERE IS," AND "WITH ALL FAULTS." WITHOUT LIMITING THE FOREGOING, MW AND HARVEY EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.**

**TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL MW OR HARVEY OR ANY OF THEIR AFFILIATES BE LIABLE FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**HARVEY DISCLAIMS ANY AND ALL WARRANTIES FOR DEFECTS THAT ARE OBVIOUS UPON INSPECTION IF CONSUMER MAKES SUCH INSPECTION AND FAILS TO INFORM HARVEY OF SPECIFIC DEFECT WITHIN THIRTY (30) DAYS OF RECEIPT.**

## CLAIM INFORMATION

- The name, address, phone number and order number of the Company from who you purchased the Product;
- The installation date;
- The Product serial number;
- The specific Product defect or issue;
- The homeowner's name, address, and telephone number; and
- The Product date of purchase.