

LAMINATE TWENTY-YEAR WARRANTY

TWENTY-YEAR WARRANTY

Harvey Industries Inc. ("Harvey", DBA Harvey Building Products) warrants that Harvey vinyl windows and doors manufactured with laminate surfaces are warranted against defects from material and workmanship and will be free from manufacturing defects resulted in cracking, warping, pitting, corroding, peeling, blistering and will be resistant to color changes (ISO 105-A02) for a period of twenty (20) years from the date of manufacture. This warranty does not apply if the surfaces are painted or coated with any substance other than what was provided by and applied by Harvey.

TRANSFERABILITY

If the original purchaser sells the property in which the laminate product(s) are installed, the coverage provided by this warranty will be limited to only the next subsequent owner and will be twenty (20) years from the date of manufacture. This warranty does not apply if the surfaces are painted or coated with any substance other than what was provided by and applied by Harvey.

EXCLUSIONS AND LIMITATIONS

This warranty covers only manufacturing defects in material and workmanship of the laminate and without limitation, does not include any failure, defects or damages attributable to, or arising from or connected with harmful fumes, exposure to various chemicals, solvents, cleaning agents, adhesives, smoke or distortion/warping due to heat, heat build-up, excessive temperature exposure or unusual heat sources including outdoor grills, interior and exterior reflection from roofs, windows, walls, window coverings or other surfaces, extremes of weather and atmospheric conditions, accident, abuse, misuse, neglect, faulty or improper installation, staining or mildew, fire, flood, earthquakes, hurricanes, tornadoes, cyclones, gales, lightning, hail and Acts of God, accidental or intentional damage, vandalism and all other circumstances and causes beyond Harvey's control.

Any claim under this warranty must be submitted in writing promptly after discovery of the defect claimed, describing with reasonable specificity such defect. Claims relating to product defect shall be submitted to Harvey, who at its own discretion, shall determine whether a claim relating to the laminate product is valid and with reference to weather and color fastness specifications detailed in ISO 105-A02 as it relates to normal weathering.

This warranty covers only manufacturing defects, is limited to repairing or replacing defective parts or components, and providing return transportation to the manufacturer's nearest place of business, and does not include labor or other costs incurred in the removal, replacement, installation, or re-installation of the product or any part or component of the product. Harvey reserves the right to discontinue or modify any of its products without notice and will not be liable under this warranty as a result of such discontinuance or modification and will have the right to substitute products which, in its sole discretion, are of equal value and quality. This warranty is intended to cover individual homeowners and does not apply to products purchased by or installed in commercial applications such as property owned by corporations, governmental agencies, partnerships, trusts, religious organizations, schools, or cooperative housing arrangements, or installed on apartment buildings or any other type of buildings or premises not used by individual homeowners as their residence. 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.

The original warranty period shall not be extended by any replacement, but the remaining warranty time period shall continue in effect and be applicable under the terms and conditions of this warranty.

The statements contained herein set forth the only express warranties of the above products. Any implied warranties imposed by law, such as implied warranties of merchantability or fitness for a particular purpose, are limited in time to the duration of the above express warranties. Harvey shall not be liable to the buyer for incidental or consequential damages for breach of any written or implied warranty.

Some states do not allow limitations on how long an implied warranty lasts, and some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from state to state.

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.

CLAIMS PROCEDURES

The product should first be inspected by the company that sold and installed the product to the homeowner within a reasonable time after discovery of a problem to determine if the problem is installation or product related.

To make a claim under this warranty for a product defect, either the contracting company or the homeowner should notify Harvey Building Products by calling our Field Service Department at 1-800-822-0437, visiting our website at harveywindows.com, or sending an email to fieldservice@harveybp.com. The claim must identify the company that the product was purchased from, the window or door type, installation date, serial number and the specific defect.

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Name
Address
Installation Date
Order #
Phone

HOMEOWNER / PURCHASER

Name ______Address