



Limited Ten-Year Paint Warranty

Harvey Industries Inc. ("Harvey", DBA Harvey Building Products) warrants that paint, factory applied by Harvey Building Products on either Harvey vinyl window surfaces or Therma-Tru door surfaces, will be free from manufacturing defects which result in rotting, cracking, warping, pitting, corroding, peeling, blistering or non-uniform fading discoloration for a period of ten (10) years from the date of purchase.

This warranty covers only manufacturing defects in material and workmanship of the paint applied by Harvey Building Products on Harvey vinyl windows and Therma-Tru doors and without limitation, does not include any failure, defects or damages attributable to, or arising from or connected with harmful fumes, chemicals, distortion or warping due to building 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, color change arising due to normal weathering, oxidation, 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.

This warranty does not apply if the surfaces are painted or coated with any substance other than with coatings provided by and applied by Harvey Building Products. This warranty is non-transferable.

IMPORTANT: Extrusions or surfaces which experience color change due to normal weathering are excluded from this warranty (including non-uniform fading and discoloration and color changes resulting from unequal exposure of surfaces to the sun and elements). "Normal Weathering" is defined as exposure to ultraviolet (sun) light, and extremes of temperature and atmosphere which will cause any surface to fade, discolor, darken, chalk, or acquire a surface accumulation of dirt or stains. The severity of these conditions depends on air quality, the geographic location of the finished products, and other local conditions over which Harvey has no 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 paint product is valid with reference to AAMA 615-02 standard. Any claim under this warranty will be subject to Harvey's determination of validity and if Harvey determines the claim is valid, any such claim is expressly limited to providing paint of similar color. 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 to the painted surfaces. Harvey reserves the right to discontinue or change paint manufacturers. If the paint has been discontinued or is not available, Harvey reserves the right to substitute paint of similar quality and color as may be compatible.

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 SUCH DEFECT WITHIN NINETY (90) DAYS OF RECEIPT OF PAINTED PRODUCT.

CLAIMS PROCEDURE

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 Dept at 1-800-822-0437, visiting our website at harveybp.com, or sending an email to fieldservice@harveybp.com. The claim must identify the company that the product was purchased from, the window type, installation date, license number and the specific defect.

CONTRACTING COMPANY

Name
City, St, Zip
Installation Date
Order #
Phone

HOMEOWNER / PURCHASER

Name
Address
City, St, Zip