

INSULATED GLASS UNIT 5-YEAR LIMITED WARRANTY

Coverage. This Warranty provides exclusive coverage for insulated glass units ("IGU") manufactured by Milgard Manufacturing LLC ("Milgard") and sold individually (not as part of a window or door unit) after July 1, 2024. This includes IGUs installed into non-Milgard frames and replacement IGUs for Milgard product purchased by an owner whose product is not in warranty. It does not include replacement IGUs or IGU upgrades purchased for Milgard products under warranty, which are covered under the original product warranty.

Upon proper notice of a claim by the IGU owner ("Owner") received per the terms stated herein ("Claim"), Milgard will provide a replacement IGU to correct a nonconformity in material or workmanship causing a significant impairment in usage of the IGU or an obstruction of vision through the IGU (collectively "Nonconformity") for a Claim made within five (5) years of the date of manufacture. Owner is responsible for all inspection, labor, and shipping costs. This warranty may not be transferred to subsequent owners.

Warranty Claim Process. Milgard shall have no obligation under this Warranty without prior notice as provided herein. Submit claims to: www.milgard.com/form/service-request or 1-800-MILGARD (1-800-645-4273). Owner must submit a Claim during the coverage period and within 30 days of discovering the perceived Nonconformity. Notice must include contact information, order number, and description of the issue. Photographs are required unless unobtainable. Milgard shall investigate and respond in a timely manner per the terms of this Warranty, including inspecting the IGU at its option. Replacement IGU may not be an aesthetic match to the original. Milgard reserves the right to discontinue or modify its IGUs. When that occurs, Milgard shall substitute an IGU of equal value or quality. If unable to provide a replacement IGU, Milgard may elect to refund the purchase price of the IGU in full satisfaction of its obligations.

Disclaimers & Limitation of Remedies. The remedies herein shall be the exclusive remedy and Owner waives any other claim regardless of legal theory. Milgard makes no warranty for the IGU beyond this writing. **ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM THE COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, ARE DISCLAIMED. MILGARD SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES; PERSONAL INJURY; LOST PROFITS; LOSS OF USE; DIMINUTION IN VALUE; OR PUNITIVE DAMAGES.** Milgard's liability shall not exceed the price of the affected IGU. Some state and federal laws may not allow disclaimers on implied warranties or exclusions of incidental and consequential damages, so these limitations or exclusions may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

This Warranty may only be modified by a writing signed by an authorized director of Milgard. Any Owner rights arising out of this Warranty may not be assigned without Milgard's written agreement. Any act or omission of Milgard does not create a new warranty or extend the term of this Warranty. Milgard makes no representation regarding the useful life of the IGU. If any term of this Warranty is deemed invalid or unenforceable in a judicial proceeding, the other terms shall remain in full force and effect.

Excluded Conditions. This Warranty does not cover, and Milgard has no obligation to respond to, damage, conditions, or a Nonconformity caused in whole or part by:

- Incorporation of the IGU into a fenestration product; product installation; an application or configuration exceeding the capacity of the IGU design or in violation of applicable codes, plans, or specifications; mishandling or storage of the IGU; installation in inappropriate openings; building settlement or failure of walls or foundations.
- Normal wear and tear, aging, weathering, or corrosion; lack of product maintenance,* misuse, or abuse; interior moisture or condensation. *Milgard's maintenance instructions are available at <https://www.milgard.com/learn/window-and-door-care/care-and-maintenance>.
- Glass breakage; glass blemishes, scratches, or other imperfections allowable for Quality 3 glass per ASTM C 1036; or reflection of solar energy (sunlight) off of the IGU.
- Alterations or modifications of the IGU, such as removal and reinstallation, application of tints, films, sealant, caulk, or paint finishes; installation of security systems or window coverings; environmental or applied elements that exceed the tolerances of the IGU's performance ratings.
- Any application of force or materials, such as power washing or the use of harsh chemicals such as brick wash, acids, salts, abrasive cleaners, or solvents; acts of nature, or any other condition or cause beyond Milgard's control.

This Warranty covers only IGU confirmed to have a Nonconformity. Where field testing occurs, Milgard must receive prior notice and opportunity to observe, and information on the anticipated test methods. Without its prior agreement, Milgard shall not be required to respond to testing results or extrapolations to non-tested IGU, nor shall it contribute to the cost of testing. Milgard is not responsible for determining the suitability of its IGUs for the fenestration product into which it is installed, or the suitability of surrounding building components or wall design.

Milgard products are tested in accordance with procedures established by AAMA and NFRC. The tests measure the performance of sample products in a laboratory setting. Milgard manufactures its products using the methods and materials used in fabrication of the tested product, and the product will continue to benefit from the material and workmanship that supported certification at the time of manufacture. However,

product components and manufacturing processes involve a range of tolerances which can cause variance among tested values, and in-field evaluation of a product can affect test results as well. For these reasons, Milgard does not warrant its test results.

The thermal performance of some IGUs is enhanced by insertion of gases into the inner space of the IGU. Given the nature of these gases and technology used to manage them, Milgard does not warrant specific gas retention or fill levels and performance variation may occur.

Requirement Before Initiating Legal Proceeding. Any liability of Milgard is contingent upon Owner (past or present) fulfilling its notice obligations as stated herein. Owner shall have no standing to assert any legal claim against Milgard unless it first gives Milgard notice of its intent to file a legal claim by filling out and submitting the Notice of Legal Claim form available at www.milgard.com/LegalClaim. Owner must wait 45 days after submitting the Notice of Legal Claim to initiate a legal proceeding in order to allow Milgard the opportunity to investigate and tender a resolution for issues claimed. For standard warranty service requests, follow the instructions under Warranty Claim Process.