



Harvey garden windows manufactured after January 1, 2007 are warranted for residential installations as follows:

**TEN YEAR WARRANTY**

The Harvey garden window product is warranted to be free from defects in material and workmanship under normal use and maintenance for a period of ten years from the date of original installation. A new or repaired window or part, at Harvey's sole option, to replace any window or part determined by HARVEY to be defective, will be provided at no charge, PROVIDED that the warranty claim is made following the claim procedure below.

**This warranty applies** only to garden window products in their original installation location and becomes void upon reinstallation. **Any replacement windows or parts** are warranted only for the remaining time period of the original warranty.

**This warranty includes** sash and frame materials, hardware, and insulated glass units which under this warranty are warranted to be free of material obstruction of vision resulting from dust or film formation in the dead air space caused by failure of the seal.

**This Warranty does not include and Harvey will not be responsible for:**

1. Condensation on glass, which occurs as a natural result of humidity, excessive moisture, or changes in external temperatures, since these do not indicate a defect in the garden window product.
2. Normal maintenance including caulking to seal window frames or trim.
3. Labor or other costs incurred for removing, replacing, installing or reinstalling any defective window or part.
4. Damage or repairs required as a consequence of faulty installation, vandalism, misuse or abuse, normal weathering, atmospheric pollutants, harmful chemicals, fumes or vapors, fire, lightning, hurricanes, tornadoes, windstorms, ice, hail or other acts of God or conditions beyond HARVEY's control, wind-borne objects, failure of the structure in which the window is installed, or failure to provide reasonable and necessary maintenance.
5. Garden window products installed out side of the continental United States, Alaska, Hawaii or Canada, or for industrial, commercial or business use.
6. Any special, indirect or consequential damages of any nature whatsoever. Some states do not allow the exclusion of incidental or consequential damages, so the above limitation may not apply to you.

**Limitation of Warranty** - THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW OR OTHERWISE (INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO HARVEY IN SPECIFICATIONS, DRAWINGS OR OTHERWISE AND WHETHER OR NOT HARVEY'S PRODUCTS ARE SPECIFICALLY DESIGNED AND /OR MANUFACTURED BY HARVEY FOR BUYER'S USE OR PURPOSE .

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence, unauthorized modification of alteration, use beyond rate capacity, or improper installation, maintenance or application. Buyer assumes all responsibility for design, application, installation and use of the products manufactured by Harvey, and specifically assumes responsibility for compliance with all applicable building and design codes relating to or involving the product.

The warranty granted by Harvey Industries, Inc. (DBA Harvey Building Products) is the Buyer's sole and exclusive remedy for any claims covered by such warranty. Harvey shall not be liable in contract, in tort (including negligence or strict liability) or otherwise for damages to persons or property or equipment, loss of profits or revenue, loss of use of equipment, cost of capital, claims of customers of Buyer, or for any special, indirect, incidental or consequential damage whatsoever arising from or relating to the product. In no event shall the total cumulative liability of Harvey with respect to this contract, or anything done in connection therewith such as performance or breach thereof, or the manufacture, sale, delivery, resale or use of any product covered by or furnished under the contract, whether in contract, in tort (including negligence or strict liability) or otherwise, exceed the price of the product or part on which such liability is asserted or claimed.

Any advice furnished by Harvey with respect to the product is given without charge and without representation as to appropriateness; completeness or suitability of the product for any particular use or application and Harvey assumes no obligation or liability for any such advice given, or results obtained. To the extent that Buyer has provided Harvey with any drawings, designs or specifications then Harvey's sole obligation with respect to manufacture of any product is to do so in accordance with and to the specifications provided by Buyer on or with such drawings or designs and that Buyer shall be solely responsible for the suitability of such drawings, designs and specifications and for compliance with any and all applicable building codes and ordinances, and further agrees to indemnify, defend and save Harvey harmless from any loss, claim, damage, action or liability relating to or arising from same.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. These warranties may not be altered, enlarged or changed by any distributor, dealer or other person.

**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](http://harveybp.com), or sending an email to [fieldservice@harveybp.com](mailto: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.

REV 3/10

**CONTRACTING COMPANY**

Name \_\_\_\_\_

City, St, Zip \_\_\_\_\_

Installation Date \_\_\_\_\_

Order # \_\_\_\_\_

Phone \_\_\_\_\_

**HOMEOWNER / PURCHASER**

Name \_\_\_\_\_

Address \_\_\_\_\_

City, St, Zip \_\_\_\_\_