



# MERIDIAN WINDOW SYSTEMS LIMITED WARRANTY

HORIZON · ASCENT · SUMMIT | WITH CARE AND MAINTENANCE

## LIMITED WARRANTY AND DISPUTE RESOLUTION PROCESS

**IMPORTANT:** Please carefully read the Dispute Resolution Process that appears in this document after the Limited Warranty. The Dispute Resolution Process includes class action and jury trial waivers that affect your legal rights.

### Coverage Summary

| Component                                                                         | HORIZON                                 | ASCENT   | SUMMIT                      |
|-----------------------------------------------------------------------------------|-----------------------------------------|----------|-----------------------------|
| Frame, sash and welds                                                             | 5 years                                 | 10 years | 10 years                    |
| Insulating glass seal (factory-glazed units)                                      | 5 years                                 | 10 years | 10 years                    |
| Hardware mechanism (operators, locks, rollers, hinges, handles, weatherstripping) | 2 years                                 | 10 years | 10 years                    |
| Exterior color finish, non-coastal                                                | 5 years                                 | 10 years | 15 years<br>20 on AAMA 2605 |
| Exterior coatings, coastal salt corrosion                                         | Not covered                             | 10 years | 10 years                    |
| Insect screens and screen mechanism                                               | 1 year                                  | 5 years  | 5 years                     |
| Electronics, if applicable                                                        | 1 year                                  | 1 year   | 1 year                      |
| Delivery inspection, transit damage                                               | 5 calendar days from pickup or delivery |          |                             |

Every Meridian product is built in one of three series — Horizon, Ascent or Summit — and the series is stated on the quotation, the order confirmation and the invoice. The coverage period for each component is the period shown for that series above. All coverage is non-transferable, labor is not included on any warranty claim, and every period runs from the date of purchase from the direct purchase/retailer/dealer. Coverage depends on the product being installed, used and maintained as described in this document, including the Care and Maintenance section. Detailed terms, exclusions and the dispute resolution process follow below.

### Windows & Doors Limited Warranty

#### Non-Transferable Limited Warranty on Glass

The glass in Meridian factory glazed window and door units is warranted to be free from defects in manufacturing, materials, and workmanship for the insulating glass seal period shown for the product's series in the Coverage Summary, from the date of purchase from the direct purchase/retailer/dealer. It is also warranted not to develop, under normal conditions, any material obstruction of vision or stress cracks resulting from manufacturing defects or because of premature failure of the glass or organic seal for the same period. Patterned glass (including obscure, pebble, fern, reed, and cascade designs) is warranted not to develop, under normal conditions, any material change in appearance or stress cracks resulting from manufacturing defects or because of premature failure of the glass or organic seal for the same period. This limited warranty on glass does not apply to special order glazing, discontinued glass, art glass, insulated art glass, impact-resistant glass or glass that is not factory installed by Meridian.

In the event a glass failure occurs because of a defect in manufacturing, materials or workmanship within the limited warranty period, Meridian, at its option, will: (1) provide the appropriate replacement glass product to the Meridian builder/retailer/dealer you specify — labor is not included; or (2) refund the original purchase price. Such replacement parts or repairs are warranted for



the remainder of the original limited warranty period.

### **Non-Transferable Limited Warranty on Frames and Hardware**

Frame and sash members, including their corner joints and welds, are warranted to be free from defects in manufacturing, materials, and workmanship for the frame and welds period shown for the product's series in the Coverage Summary. Hardware mechanisms — including non-electric operators, locks, rollers, balance systems, hinges, handles and weatherstripping — are warranted to be free from defects in manufacturing, materials, and workmanship for the hardware mechanism period shown for the product's series. Both periods run from the date of purchase from the direct purchase/retailer/dealer. This limited warranty is non-transferable and does not apply to insect screens or electronics, which are covered separately below.

In the event a component other than glass fails because of a defect in manufacturing, materials or workmanship within the limited warranty period, Meridian, at its option, will: (1) provide replacement parts to the Meridian retailer/dealer you specify — labor is not included. Such replacement parts or repairs are warranted for the remainder of the original limited warranty period.

### **Non-Transferable Limited Warranty on Insect Screens**

Insect screens and retractable screen mechanisms supplied with Meridian windows and doors are warranted to be free from defects in manufacturing, materials, and workmanship for the screen period shown for the product's series in the Coverage Summary, from the date of purchase from the direct purchase/retailer/dealer. This limited warranty is non-transferable and does not cover physical damage to screen mesh from environmental exposure, pets, insects, normal wear, or improper handling.

In the event of a defect covered by this limited warranty within the coverage period, Meridian, at its option, will provide replacement screen(s) to the Meridian retailer/dealer you specify — labor is not included.

### **Non-Transferable Limited Warranty on Electronics (if applicable)**

Electronic components supplied with Meridian windows and doors (including motorized operators, smart film / switchable privacy glass, control units, and integrated sensors, if included in the product order) are warranted to be free from defects in manufacturing, materials, and workmanship for a period of one (1) year from the date of purchase from the direct purchase/retailer/dealer. This limited warranty is non-transferable. Coverage does not extend to damage from improper wiring, power surges, moisture ingress from improper installation, or environmental exposure beyond published specifications.

In the event of a defect covered by this limited warranty within the coverage period, Meridian, at its option, will (1) provide replacement parts to the Meridian retailer/dealer you specify — labor is not included, or (2) refund the original purchase price of the electronic component.

### **Non-Transferable Limited Warranty on Exterior Coatings**

On Ascent and Summit series products, the coatings on exterior components (frame, sash, panel, window sills, patio door sills, grilles and exterior trim) on casement, awning, picture, and transom windows, patio doors (inswing, outswing, sliding) and sidelights are warranted not to develop corrosion caused by an electrolytic chemical reaction involving atmospheric salts, for the coastal salt corrosion period shown in the Coverage Summary, from the date of purchase from the direct purchase/retailer/dealer. Coverage is conditional on the coastal rinse schedule in the Care and Maintenance section. Horizon series products carry no coverage for corrosion caused by atmospheric salts; Ascent or Summit should be specified for coastal exposure.

What is not covered by these exterior coatings warranty: specialty windows and complementary patio doors, accessories, and hardware such as insect screens, coil stock, hinges, handle trim sets and lock components.

In the event there is a defect covered by this limited warranty for exterior coatings within the limited warranty period, Meridian, at its option will provide replacement part(s) or product(s) to the Meridian retailer/dealer you specify — labor is not included. Such replacement parts or repairs are warranted for the remainder of the original limited warranty period.

### **Non-Transferable Limited Warranty on Exterior Color Finish**

The color finish on exterior components (frame, sash, panel, window sills and grilles) on Meridian casement, awning, picture, transom windows, specialty windows, patio doors (inswing, outswing, sliding and sidelights) is warranted not to flake, blister, crack, peel, pit, corrode, or lose adhesion for the finish period shown for the product's series in the Coverage Summary, from the date of purchase from the direct purchase/retailer/dealer. On Summit, the finish period is fifteen (15) years for AAMA 2604 powder coat and twenty (20) years where AAMA 2605 is specified on the order.

The same color finish is warranted to be free from manufacturing defects resulting in color fade greater than 5 delta E (when measured in accordance with ASTM D2244-16e1) for the same finish period.



What is not covered by this exterior color finish warranty: accessories and hardware, including insect screen frames, patio door sills, hinges, handles, trim sets and lock components, exterior trim profiles, exterior aluminum coil stock and complementary patio door insert panels.

In the event there is a defect covered by this limited warranty for exterior color finish within the limited warranty period, Meridian, at its option, will, (1) repair the product, or (2) provide replacement part(s) or product(s) to the Meridian retailer/dealer you specify — labor is not included or (3) refund the original purchase price. Such replacement parts or repairs are warranted for the remainder of the original limited warranty period.

### **Visual Quality Standard for Glass**

Glass is evaluated for visual quality in accordance with ASTM C1036, Standard Specification for Flat Glass. Scratches, digs, and similar surface blemishes are assessed by viewing the glass from a distance of eleven (11) feet (3.3 m), with the viewer's sightline approximately ninety degrees (perpendicular) to the glass surface, under daylight without direct sunlight or under equivalent uniform diffused lighting. A blemish that is not visible under these conditions is not considered a defect under this Limited Warranty. Imperfections that are visible under these conditions but do not impair structural integrity or significantly obscure normal vision are likewise excluded.

Damage caused by cleaning or construction practices — including but not limited to the use of razor blades, scrapers, abrasive pads, or dry-scraping of the glass surface, and including damage from mortar, stucco, paint overspray, welding spatter, or other construction debris — is not a manufacturing defect and is not covered under this Limited Warranty, regardless of when it is discovered.

### **Delivery Inspection and Transit Damage**

Purchaser has a five (5) calendar day inspection period to inspect all cargo for missing items or damage sustained during international transit. The period begins at the earlier of (a) pickup of the product by Purchaser or Purchaser's carrier from a Meridian warehouse or designated receiving facility, or (b) delivery of the product to Purchaser or to any location designated by Purchaser. Where an order is released in more than one shipment, the inspection period runs separately for each shipment, from that shipment's pickup or delivery.

Any missing or damaged items discovered during this five (5) day inspection window must be reported to Meridian in writing (email notification is acceptable) with photo documentation of the condition. Verified transit damage or missing items reported within the inspection period will be covered by Meridian through replacement of the missing or damaged component. Such replacement parts are warranted for the remainder of the original limited warranty period.

Meridian's responsibility for transit and shipping damage ends upon the earlier of: (a) expiration of the five (5) day inspection period, or (b) completion of Purchaser's inspection. After that point, any subsequent damage to the products — including but not limited to breakage, scratches, missing components, transportation damage between the warehouse and the jobsite, on-site storage damage, or installation-related damage — is considered site damage and is not covered under this Limited Warranty. Site damage is the responsibility of the Purchaser regardless of cause.

### **Limitation of Liability**

This Limited Warranty covers the Meridian product only. Meridian is not responsible for damage to anything other than the Meridian product itself, whether or not the damage results from a defect in the product. This includes, but is not limited to, damage to surrounding framing, sheathing, drywall, stucco, siding, trim, flooring, cabinetry, paint and finishes, furnishings and other contents, and any water damage, mold, or mildew.

**IN NO EVENT WILL Meridian'S TOTAL LIABILITY FOR ANY CLAIM, WHETHER UNDER THIS LIMITED WARRANTY OR OTHERWISE, EXCEED THE PURCHASE PRICE ACTUALLY PAID FOR THE SPECIFIC WINDOW OR DOOR UNIT THAT IS THE SUBJECT OF THE CLAIM.**

### **No Other Warranties or Representations**

**THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES ARE LIMITED TO THE APPLICABLE STATUTE OF LIMITATIONS BUT IN NO CASE WILL EXTEND BEYOND THE LIMITED WARRANTY PERIODS SPECIFIED ABOVE. Meridian EXCLUDES AND WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF CONTRACT, TORT OR OTHERWISE. THE REMEDY OF REPAIR, REPLACEMENT OR REFUND OF THE ACTUAL PURCHASE PRICE OF THE PRODUCT PROVIDED BY THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSS OR DAMAGE.**



## Applicable Law

This Limited Warranty is only applicable in the U.S.A. (i.e., the fifty states and the District of Columbia) and is governed by the laws of the State of Texas, where Meridian is based. This Limited Warranty gives you specific legal rights, and you may also have other rights which may vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages or limitation of the duration of an implied warranty, so the above limitations or exclusions may not apply to you. If any specific term of this Limited Warranty is prohibited by any applicable law, it shall be null and void, but the remainder of this Limited Warranty shall remain in full force and effect.

## What is NOT covered by this Limited Warranty:

In addition to any other limitations or exclusions in this Limited Warranty, Meridian shall have no obligation for product failure, damage, or costs due to or related to the following:

- Adjustments or corrections due to improper installation.
- Product modifications or glass shading devices (e.g., glass tinting, security systems, improper painting or staining, insulated coverings, etc.).
- Units improperly assembled or improperly mulled by others.
- Failure due to the application of non-Meridian hardware (e.g., locksets, trim sets, hinges, panic hardware, closers, etc.).
- Failure to properly install Meridian hardware and/or exterior trim.
- Failure to remove protective film within recommended time frames.
- Improper installation or use, including use of a non-commercial door as a main entrance or exit door for a building other than a single-family residential unit or re-installing a Meridian window or door after it has been removed from a building and re-sold and/or re-installed in a different building.
- Installing a storm door over or with a patio door.
- Exposure to conditions beyond published performance specifications.
- Water infiltration not due to any window defect.
- Condensation.
- Improper maintenance, such as use of brick wash, razor blades, sealants, sanding, or improper washing.
- Obtaining safe and reasonable access to the product.
- Chemicals or airborne pollutants, such as acid rain, and salt except as covered under the exterior coatings warranty for Ascent and Summit.
- Delivery by others.
- Accidents.
- Acts of God.
- Normal wear and tear.

## Additional items excluded from this limited warranty:

- Labor to replace sash or door panels, glass, or other components.
- Labor and other costs related to the removal and disposal of defective product.
- Labor and materials to paint or stain any repaired or replaced product, component, trim, or other carpentry work that may be required.
- Products not manufactured by Meridian.
- The performance of the low-maintenance exterior coating on products with Low-E coated glass. Performance will vary depending on environmental conditions.
- Slight glass curvature, minor scratches or other imperfections in the glass that do not impair structural integrity or significantly obscure normal vision, and any cosmetic blemish not visible under the viewing conditions of the Visual Quality Standard for Glass (ASTM C1036).
- The appearance of anodized finishes.
- Rattling of grille bars within an air space.
- Insects passing through or around the insect screen.
- Tarnish or corrosion to hardware finishes.
- Stress cracks because of improper installation.
- Broken glass, except as covered under Delivery Inspection and Transit Damage or as a manufacturing defect under the Limited Warranty on Glass.



- Special glazing. Contact us concerning the limited warranty on special glazing.
- Other product series, some products, and accessories have their own limited warranties and are not covered by this limited warranty.
- Service trips to provide instruction on product use.

## Warranty Claim Procedure

To make a claim under this Limited Warranty, contact Meridian or the retailer/dealer who sold you the product.

You can help us serve you faster by providing the following important information:

- Description of the product such as the exterior color, unit type and size and inside visible glass measurements and project name.
- Glass logo information etched in the inside corner of the glass.
- Description of product concerns.
- Documentation of the purchase date, if available.
- Your name, address (with zip code) where the product is installed and telephone numbers.

Contact Meridian or the retailer/dealer who sold you the product prior to installation if you observe an issue with your unit.

## Non-Warranty Repair

You will be responsible for all costs related to any repair or replacement that is not covered by this Limited Warranty or which is outside of the applicable limited warranty periods. When warranty coverage is unclear, Meridian may charge an inspection fee for any on-site product inspection. If the inspector determines the Meridian product has a defect covered by this Limited Warranty, the inspection fee will be waived.

## Care and Maintenance

A thermally broken aluminum window asks very little, but it does ask for something. The six practices below keep the finish, the hardware and the seals inside their warranty terms. Failure to follow them is improper maintenance under this Limited Warranty.

### 01 Wash the finish

Mild detergent and clean water, two to four times a year. No abrasive pads, no solvents and no pressure washer. Within five miles of salt water, rinse the exterior quarterly — on Ascent and Summit this rinse is a condition of coastal salt corrosion coverage.

### 02 Keep the weep holes clear

The sill carries drainage slots that let water back out of the frame. Blocked weeps hold water against the seals and are a common source of leaks later reported as a product fault.

### 03 Clean and lubricate the hardware

Vacuum grit out of tracks and sills. Once a year, lubricate rollers, hinges and locking points with a dry PTFE or silicone spray — not oil, which holds dirt against the mechanism.

### 04 Check the seals and the glass

Inspect gaskets and weatherstripping once a year and replace any that are torn or compressed. Clean glass with a non-abrasive cleaner and a soft cloth — never a blade or scraper, which damages Low-E coatings and is excluded under the Visual Quality Standard for Glass.

### 05 Condensation is not a failed seal

Water on the room side of the glass is indoor humidity meeting cool glass; it is a ventilation question, not a product fault. A failed insulating glass seal shows as haze or moisture between the panes — that is covered.



## **06 Do not paint or seal the frame**

The powder coat is the finish. Painting over it, or running sealant across the face of the frame or the weep slots, voids finish coverage. The perimeter joint between frame and wall belongs to the installation and should be inspected yearly.

Remove protective film within 30 days of installation. Protect frames and glass from mortar, stucco, paint overspray, brick wash and acid cleaners during construction; damage from these is site damage and is not covered.

## **Dispute Resolution Process**

### **General**

If you are dissatisfied with the remedy provided to you under the Limited Warranty set forth above or have any other claim against Meridian related to your Meridian products, you and Meridian agree to resolve the claim using the following process ("Dispute Resolution Process"). This Dispute Resolution Process will apply to claims of any nature relating to your Meridian product ("Dispute(s)"). Disputes include, but are not limited to, claims for breach of contract or breach of warranty, claims for violation of state or federal laws or regulations, claims based in tort, negligence or product liability, claims based in fraud or fraud in the inducement, marketing or advertising claims and claims related to the enforceability or effect of any term of the Limited Warranty or the Dispute Resolution Process, including, but not limited to, the waivers of class action and jury trials.

### **Notice Required**

To assert a Dispute, you must first provide Meridian with written notice.

### **Meridian Response**

Meridian will have 30 days from receipt of your Notice of Dispute to respond to you in writing. In that response or at any later time, Meridian may make one or more written offers to you to resolve your Dispute.

### **No Class Action or Jury Trials**

**YOU AGREE THAT YOU MAY ASSERT DISPUTES AGAINST Meridian ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. AS PART OF THIS DISPUTE RESOLUTION PROCESS, YOU AND Meridian ALSO AGREE TO WAIVE ANY RIGHT TO A JURY AND AGREE TO HAVE ALL DISPUTES HEARD AND DECIDED SOLELY BY THE FEDERAL OR STATE COURT JUDGE.**

### **Applicable Law and Severability**

This Dispute Resolution Process, including, but not limited to, issues related to its enforceability and effect, will be governed by the laws of the State of Texas without regard to conflict of law principles. Any Dispute not resolved under this process shall be brought exclusively in the state or federal courts located in Travis County, Texas, and you and Meridian consent to the jurisdiction of those courts. If any term of this Dispute Resolution Process is found to be invalid or unenforceable in any jurisdiction, that term will not apply to that issue in that jurisdiction. Instead, that term will be severed with the remaining terms continuing in full force and effect.