OPTVUE™



THRUVUE™ INFINITY GAS STRUT & SL / EL MOTORIZED WINDOWS

LIMITED WARRANTY

EFFECTIVE JANUARY 15, 2024

LIMITED WARRANTY

WHO AND WHAT IS COVERED

EFFECTIVE DATE: **JANUARY 15, 2024**



- **Products:** Optvue Thruvue INFINITY gas strut windows and Thruvue INFINITY SL and EL Series motorized windows only. Pivot windows, XL - XS motorized windows and doors, and AutoMate motorization are not covered by this warranty. Frames are all aluminum or aluminum exterior with wood interior, thermally broken.
- **Effective date:** this warranty applies to products manufactured, shipped or received on or after January 15, 2024.
- **Product version:** the Thruvue INFINITY Series covered here is Optvue's Version 3 window. Earlier versions of Optvue windows are not covered or addressed by this warranty.
- **Purchase:** bought from Optvue or an authorized Optvue dealer.
- **Location:** installed in the continental United States or Hawaii. Products installed in Alaska are not covered.
- **Owner:** the owner of the building where the product was first installed. This warranty is non-transferable. It can be made transferable to later owners, for the rest of the term, only with the purchase of an extended warranty.
- **Start date:** every coverage term starts on the original delivery date.
- **Discount agreements:** if the owner signed an OPTVUE Photo Discount and Warranty Agreement before purchase, this warranty is suspended, and no claim under it is honored, until that agreement's photo or payment terms are met.

COVERAGE TERMS

WARRANTY BY COMPONENT

Optvue warrants each component against defects in materials and workmanship for the term below, starting on the original delivery date.

COMPONENT	TERM	WHAT IS COVERED
Insulating glass, up to 50 sq ft	**10 years**	Seal failure that blocks the view
Insulating glass, over 50 sq ft	**Not included (extended warranty only)**	Available only with a purchased extended warranty
Non-tempered glass	**5 years**	Stress cracks caused by a defect
Other glass and glass features	**Glass supplier's terms**	As passed through from the supplier
Hardware and other non-glass parts	**10 years**	Defects in manufacture
Stainless steel or PVD hardware, coastal	**10 years**	Finish breakdown caused by a defect
Other hardware finishes, coastal	**Not covered**	—
Motors and electric actuators	**18 months**	Defects in manufacture
Motorized accessories	**18 months**	Defects in manufacture
LED overhead lighting	**No warranty**	Not serviceable; not covered
Exterior aluminum finish (AAMA 2605)	**10 years**	Chalking, fading or peeling caused by a defect
Exterior aluminum finish (AAMA 2605), coastal, with the CoastGuard exterior paint package	**5 years**	Abnormal corrosion or loss of adhesion. Coastal installations without the CoastGuard package are not covered
Anodized finish, sash core only	**10 years**	Defects in manufacture; not covered coastal
Interior coated aluminum finish	**10 years**	Cracking, peeling, blistering, flaking, excess chalking
Obsolete or discontinued parts	**1 year**	Defects in manufacture
Screens, manual and motorized	**5 years**	Defects in manufacture. Screens do not prevent falls; insects getting in is not a defect
Replacement parts	**Rest of original term**	Same as the part replaced

Glass over 50 sq ft has no standard warranty, for seal failure, stress cracks or any other glass defect. Coverage is available with a purchased Optvue extended warranty.

Coastal means installed within 1 mile of an ocean or other salt water.

Interior wood is supplied unfinished. Optvue applies no stain, paint or sealer to the wood, so no interior wood finish is covered, and natural darkening, grain texture and joint lines are not defects.

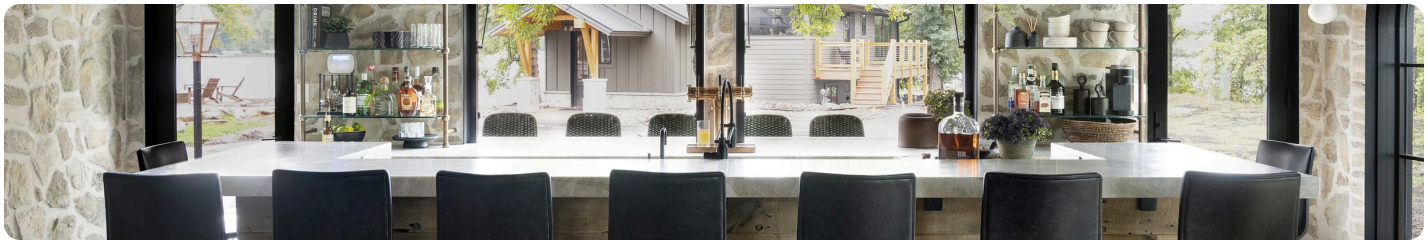
WHAT IS NOT COVERED

EXCLUSIONS AND OWNER RESPONSIBILITIES

- **Installation:** installation that does not follow Optvue's instructions, industry practice or building code. Non-standard installs such as sloped, upside-down or out-of-square units. Field mulls and field finishing.
- **Environment:** use near pools, spas, saunas, hot tubs or other chlorine sources. Insulating glass above 5,000 ft elevation without capillary tubes. Extreme weather and acts of God.
- **Care:** not following the Optvue care and maintenance guide. Harsh cleaners or tools such as brick wash or razor blades.
- **Power:** power surges, power loss, battery failure, or corrosion of electrical parts.
- **Misuse:** misuse, abuse, accidents, negligence or changes to the product. Third-party add-ons such as films, tints or security systems, and how the product works with third-party systems.
- **Building and water:** settling or shifting of the building. Water entry not caused by a defect in the product. Walls without proper drainage, such as EIFS or synthetic stucco.
- **Wear and appearance:** normal wear, normal fading or color change, and glass imperfections within industry standards.
- **Moisture:** condensation, frost, mold, mildew or fungus.
- **Corrosion:** corrosion from pollution, acid rain, salt, sand or chemicals, except as listed for coastal coverage above.
- **Window opening control devices:** not covered. They do not replace supervision.
- **Other:** war, terrorism and civil unrest.

OWNER RESPONSIBILITIES

- Follow the Optvue care and maintenance guide, including cleaning.
- **Coastal installations** (within 1 mile of salt water): complete the required maintenance every 3 months, keep a dated maintenance log and all receipts, and send the log entries, receipts and service dates to care@optvue.com. Missing records can affect coastal coverage.
- Test any window opening control device at least once a month.
- Finish (stain, paint or seal) the unfinished interior wood after installation. Finishing is the owner's responsibility.
- Make sure the installation meets code and has proper flashing, drainage and water management. This rests with the buyer, architect, contractor and installer.
- Report claims on time (see How to make a claim).



APPEARANCE AND TOLERANCES

VISUAL INSPECTION · FABRICATION TOLERANCES

Optvue products are assembled by hand from aluminum extrusions. An appearance or fit condition is a defect in materials or workmanship only when it is outside the limits on this page, inspected as described below.

HOW APPEARANCE IS JUDGED

- Look at the product straight on (perpendicular), from **6 feet** away for units up to 25 sq ft and **10 feet** away for larger units. These are the same distances used in the Optvue Glass Guide.
- Inspect in daylight, but not direct sunlight, with the product in its normal installed position. Interior parts are viewed from inside the room and exterior parts from outside.
- A condition that can be seen only from closer, at a sharp angle, under raking or artificial light, or with magnification is not a defect.

FABRICATION TOLERANCES

CONDITION	ALLOWED	IF IT IS OUTSIDE THE LIMIT
Any aluminum joint, on any component	Gap up to 1/32" (0.8 mm) at the widest point. The gap may taper along the joint.	Optvue tightens or adjusts the joint, or replaces the part.
Flush between joined pieces	Faces and edges within 1/32" (0.8 mm) of flush	Optvue adjusts the joint or replaces the part.
Bare metal at a joint or cut edge	None visible from the inspection distance	Optvue touches up with matching finish.
Coated aluminum finish (AAMA 2604 / 2605)	Small specks, texture variation or dust inclusions not visible from the inspection distance	Optvue touches up the finish or replaces the part.
Gas strut covers	Cut loose with an intentional gap so they can be removed. The gap is by design.	Not a defect.
Color and gloss between parts	Slight variation within the coating supplier's color and gloss tolerance	Not a defect.

Gaps and offsets are measured with a feeler gauge or ruler. Sizes are in inches, with millimeters in parentheses.

REPORTING AN APPEARANCE ISSUE

- Check finish, joints and screens at delivery, before installation, and report anything outside these limits with photos.
- After installation, report it as a warranty claim (see How to make a claim). Include a close photo with a ruler, card or feeler gauge in place so the size can be checked.
- Optvue may inspect the product before deciding on a repair. The remedy is adjustment, touch-up or replacement of the affected part.

WHY SMALL VARIATIONS HAPPEN

Aluminum expands and contracts with temperature, so a hairline joint can open or close slightly with the seasons.

CLAIMS AND REMEDIES

DAMAGE AT DELIVERY · HOW TO MAKE A CLAIM

DAMAGE FOUND BEFORE INSTALLATION

DO NOT ACCEPT A DAMAGED WINDOW

This warranty covers an **installed product**. It is not a remedy for a new, unused window that arrives damaged. Inspect every window at delivery, before you sign the Bill of Lading. If it has visible shipping damage, broken or cracked glass, or anything severely wrong, **refuse the shipment**: take pictures of everything, put the crate face back on, write REFUSED, DAMAGED on the Bill of Lading and return it to Optvue **free astray**, then **notify Optvue immediately** at (760) 760-0110 or info@optvue.com so an expedited replacement can begin manufacturing as soon as possible. Windows damaged by the freight carrier are insured, and that damage is covered and paid by the freight carrier. **Accepting a damaged window is accepting it as is.** If you accept a damaged window and then file a warranty claim for shipping damage, the cost is the responsibility of the receiving customer, not Optvue.

DO NOT INSTALL A DAMAGED WINDOW

If any component is visibly damaged or defective, **do not install the window** and contact Optvue immediately at info@optvue.com or (760) 760-0110 so an expedited replacement can begin. This is a **damage claim, not a warranty claim**. Optvue will not validate any warranty claim, and will not repair, replace or refund any component, for a window that is installed with visible damage.

HOW TO MAKE A CLAIM

1. Report the problem within **30 days** of noticing it, and within the coverage term.
2. Contact the Optvue dealer you bought from, or Optvue directly at info@optvue.com or (760) 760-0110.
3. If a dealer has not responded within **3 days**, write to Optvue, 340 Via El Centro, Oceanside, CA 92058.
4. Include your name, address and phone; purchase date; dealer name; order number; product description; a description of the problem with photos; and what has been done so far.

REMEDIES

- Optvue will choose to repair the product, replace it or the defective part, or refund the price paid for it.
- Removal, installation, finishing, refinishing and disposal costs are not covered.
- Replacement parts may differ from the originals.

LIMITS

- Optvue is not liable for incidental or consequential damages.
- Optvue's total liability is limited to the price paid for the affected product or part.
- These limits apply even if a remedy fails.
- This warranty is not a promise of how long a product will last.

LEGAL TERMS

DISCLAIMERS · RESOLVING DISPUTES

- This is Optvue's only warranty. No dealer, employee or other party can add to it.
- Implied warranties of merchantability and fitness for a particular purpose are disclaimed. Where the law does not allow that, they last no longer than this warranty's terms.
- Products not covered by an Optvue warranty are sold as is.
- Energy ratings and certifications describe tested performance and are not a warranty. Optvue does not warrant argon gas levels or energy performance over time.
- The buyer and their design and construction team are responsible for code compliance and building design.
- A goodwill repair outside these terms does not change them.
- Disputes are resolved as set out in Resolving disputes, below.
- You may have other rights that vary by state.

RESOLVING DISPUTES

- **Governing law:** this warranty is governed by the laws of the State of California.
- **Informal resolution first:** before taking any other action, the owner must send Optvue a written description of the dispute at 340 Via El Centro, Oceanside, CA 92058 or info@optvue.com. Both sides will try in good faith to resolve it within 30 days.
- **If it is not resolved:** any dispute not resolved informally is handled under the Dispute Resolution & Binding Arbitration Agreement the buyer accepted when signing the Optvue quotation, available at **www.optvue.com/arbitration**.

FULL WARRANTY ONLINE
This warranty is also published at www.optvue.com/warranty. Questions: info@optvue.com · (760) 760-0110.



OPTVUE™

WARRANTY QUESTIONS

LIMITED WARRANTY

EFFECTIVE JANUARY 15, 2024

Have your order number, delivery date and photos of the problem ready. Report damage at delivery, before installation, and report warranty problems within 30 days of noticing them.

OPTVUE
340 Via El Centro, Oceanside, CA 92058

(760) 760-0110 · info@optvue.com
www.optvue.com/warranty