



LIMITED LIFETIME PRODUCT WARRANTY WESTERN REGION | NEW CONSTRUCTION & REPLACEMENT

RESIDENTIAL: LIFETIME FOR MAINFRAME, IGU & COMPONENTS
COMMERCIAL: 10 YEARS FOR MAINFRAME, IGU & COMPONENTS
ALL: SKILLED LABOR & SHIPPING | TRANSFERABLE

Coverage. This Warranty covers windows and doors ("Product") manufactured by MI Windows and Doors, LLC ("MI") sold for new construction or replacement in its Western Region¹ after July 15, 2016. It attaches to the Product at the time of sale by MI and is provided to the initial purchaser of the Product. The Warranty transfers to all subsequent Product owners, and the selling owner should provide this document to a buyer before or at the time of sale.

Upon proper notice of a claim by the Product owner ("Owner") received during the warranty period and per the terms stated herein ("Claim"), MI will provide replacement parts ("Parts") to correct a nonconformity in material or workmanship causing a significant impairment in usage of the Product or an obstruction of vision through the insulated glass unit ("IGU") (collectively "Nonconformity").

Residential Dwelling. MI will provide Parts at no charge to correct a Nonconformity in the mainframe, IGU or component of a Product for a Claim made by an Owner of an Owner-Occupied Residential Dwelling² during the lifetime of the Product. Following initial occupancy of an Owner-Occupied Residential Dwelling into which Product is installed, a change in occupancy or sale of the Residential Dwelling converts the warranty coverage for the Product to the 10-year coverage period provided for Commercial Applications.

Commercial Application. MI will provide Parts at no charge to correct a Nonconformity in the mainframe, IGU or components for a Claim made within 10 years of the date of manufacture by an Owner of a structure other than an Owner-Occupied Residential Dwelling.

Labor & Shipping. MI will provide Skilled Labor² necessary to repair the Product and pay shipping costs during the applicable coverage period. Owner is responsible for the cost of all non-skilled labor. Owners of Product in Commercial Applications are also responsible for any labor or shipping costs for a Claim received more than 10 years after the date of manufacture.

MI shall not be responsible for the cost of labor or materials required for repairing or restoring any material or surfaces beyond the Product. MI is not responsible for any labor when a complete replacement unit is provided. Owner must provide access to the interior and exterior of the Product, and provide any scaffolding or lift equipment necessary to reach Product not accessible with a 15' extension ladder. Where safe and practical access is not available, MI shall be required to provide only the Parts and will not be responsible for labor. If Owner fails to appear for a scheduled appointment, MI may leave the Parts and/or charge a separate fee to return and complete the service.

Modified Coverages. Laminated and painted frames: 10 years for peeling, blistering, or excessive ultraviolet discoloration. Blinds between the glass and integral shades: 10 years for obstruction of vision and one (1) year for significant impairment in usage. Simulated divided light: 10 years for Nonconformity. Laminated and impact IGUs: Five (5) years for Nonconformity. Insect screens: Two (2) years for Nonconformity. Hardware in coastal applications: Two (2) years for corrosion.

Warranty Claim Process. Submit claims to: MI Customer Care, P.O. Box 370, Gratz, PA 17030 | W: www.miwindows.com | E: CustomerCare@miwd.com | P: (717) 365-2500 | F: (717) 365-3780. MI shall have no obligation under this Warranty without prior notice as provided herein. 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. MI shall investigate and respond in a timely manner per the terms of this Warranty, including inspecting the Product at its option. Parts may not be an aesthetic match to the original. MI reserves the right to discontinue or modify its products. When that occurs, MI shall substitute parts or product of equal value or quality. MI may elect to provide a complete replacement unit or refund the price of the affected Product in full satisfaction of its obligations.

Disclaimers & Limitation of Remedies. MI makes no warranty for Product sold in its Western Region beyond that contained in 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.** If disclaimer of implied warranties is prohibited by law, they are limited to the applicable duration in this Warranty. The remedies herein shall be the buyer's exclusive remedy regardless of MI's negligence. **MI SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, PERSONAL INJURY, LOST PROFITS, LOSS OF USE, DIMINUTION IN VALUE, OR PUNITIVE DAMAGES.** In no event shall MI's liability exceed the price of the covered Product. Some states do not allow limitations on how long an implied warranty lasts, or exclusions of incidental and consequential damages, so the related 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.

Any liability of MI is contingent upon Owner (past or present) fulfilling its notice obligations as stated herein. Owner shall have no standing to assert any legal claim without first submitting a Notice of Legal Claim form (www.miwindows.com/LegalClaim) and waiting the requisite 45 days. This Warranty may only be modified by a writing signed by an officer of MI. Any act or omission of MI does not create a new warranty or extend the term of this Warranty. MI makes no representation regarding the useful life of MI Product.

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

- An application, configuration, or installation exceeding the capacity of the Product design or in violation of applicable codes, plans, and specifications; mishandling of Product; failure to properly incorporate Product into the building envelope; installation in inappropriate openings or not in conformance with MI installation instructions, AAMA or ASTM installation standards, or good building practices.
- Normal wear and tear, aging, weathering, or corrosion; lack of product maintenance, misuse, or abuse; interior moisture or condensation. Normal weathering includes the gradual fading, chalking, or darkening of any colored surface.
- Glass breakage; glass blemishes, scratches, or other imperfections allowable for standard B grade glass under applicable ASTM standards; or reflection of solar energy (sunlight) off of the Product.
- Alterations or modifications of the Product or components, such as field mulls, reinstallation, application of tints or films, caulk, or paint finishes; installation of security systems or window coverings; or sources of undue stress, pressure, water, heat, or cold.
- Power washing or the use of harsh chemicals such as brick wash, acids, salts, abrasive cleaners, or solvents; Acts of God, or any other condition or cause beyond MI's control.

This Warranty covers only Product confirmed to have a Nonconformity. Where product testing occurs, Owner must give MI prior notice and opportunity to observe, and identify anticipated test methods. Without its prior agreement, MI shall not be required to respond to testing results or extrapolations to non-tested Product, nor shall it contribute to the cost of testing. MI is not responsible for determining the suitability of its products for surrounding building components or wall design.

MI products are tested in accordance with procedures established by AAMA and NFRC. The tests measure the performance of sample products in a laboratory setting. MI manufactures its products using the methods and materials used in fabrication of the tested product. 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, MI does not warrant its test results.

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

Requirement Before Initiating Legal Proceeding. Before initiating a legal proceeding against MI under any legal theory, an Owner (past or present) must first give MI notice of its intent to file a legal claim by filling out and submitting the Notice of Legal Claim form available at www.miwindows.com/LegalClaim. Owner must wait 45 days after submitting the Notice of Legal Claim to initiate a legal proceeding in order to allow MI the opportunity to investigate and tender a resolution for issues claimed. Follow the instructions under Warranty Claim Process for standard warranty service requests.

Window Safety. Screens on MI products are intended to keep out insects and are not intended to provide security or for the retention of persons or objects. Fall prevention devices, such as window opening control devices, can be installed on windows in order to lessen the risk of accidental falls. If fall prevention devices are desired or required for a window, check with your distributor for options sold by MI.

¹ MI's Western Region is AK, AZ, CA, CO, HI, ID, MT, NM, NV, OR, UT, WA, and WY.

² Owner-Occupied Residential Dwelling includes any single-family detached home, townhome, or condominium unit used by the Owner as his/her primary residence.

³ Skilled Labor is labor provided where the work to repair the Product requires special knowledge or skills not possessed by Owner or tools not available to Owner. Minor repairs, such as replacing a sash or lock, do not require Skilled Labor.