



LIMITED LIFETIME CUSTOMER ASSURANCE WARRANTY

MIWD EnergyCore™ Series Windows and Doors

Congratulations! As a consumer purchaser of MIWD EnergyCore™ Series window and doors manufactured by MI Window and Doors, Inc. ("MIWD") you have our assurance that MIWD will respond to your notice of product issues as described below.

Assurance Warranty: MI Windows and Doors, LLC guarantees to original consumer purchasers of newly constructed Homes in which MIWD EnergyCore™ Series windows and doors have been installed and to the consumer purchasers of MIWD EnergyCore™ Series products for installation into their existing Homes (collectively "Owner") that for as long as you own and live in your Home, MIWD shall offer, upon proper notice, at no charge to Owner, such replacement component(s) and skilled labor as necessary for correction of any significant impairment in usage directly caused by a defect in material or workmanship in the frame, sash, hardware or other non-glass components, as manufactured. This assurance is made per the terms stated herein solely to the original Owner of an owner-occupied single family home or townhome ("Home") into which new MIWD EnergyCore™ Series products are initially installed.

Sash & Glass Replacement: MIWD shall offer at no charge to the Owner a replacement insulated glass unit ("IGU") or operable sash and the skilled labor (provided or arranged by MIWD) to install that unit, if a defect in an IGU, as manufactured by MIWD, has directly caused a significant impairment of vision, upon proper notice given within twenty (20) years of the date of manufacture. IGUs with laminated glass are warranted for a maximum period of ten (10) years from date of manufacture. As used in this warranty, "skilled labor" shall include only work that requires specialized training or tools.

Glass Breakage: This Assurance Warranty extends to glass breakage including tempered glass, unless attributable to acts of nature (including but not limited to flood, earthquake, high wind event, or fire), civil disorder, building settling, or vandalism resulting in breakage of more than two (2) windows during a single occurrence.

Hardware Replacement: MIWD will deliver a replacement part or operable sash to your home or the nearest MIWD EnergyCore™ dealer along with instructions on how to install the replacement component. At the Owner's option, and at no charge to the Owner, MIWD will also provide or arrange the skilled labor if needed to install the hardware component.

SuperCapSR Exterior Colored Frames: Colored frames are warranted against manufacturing defects resulting in peeling, blistering, flaking, checking, crazing, rotting or corroding, under normal use and service conditions, for a period of twenty (20) years from the date of manufacture.

Transferability: If Owner sells its Home containing MIWD EnergyCore™ Series products within ten (10) years of product manufacture, then this warranty shall transfer to the new owner(s) and subsequent owners and continue to be effective for a maximum period of ten (10) years from the date of manufacture. Warranty transfer is not permitted with respect to products installed in structures other than a Home and the warranty may not be assigned.

Screens: Screens provided with MIWD products are warranted for a period of one (1) year from the date of manufacture

Commercial and Applications other than individual Homes: Installation in a structure other than a Home will limit the application of the above warranty and its remedy to a maximum of ten (10) years from date of manufacture. Glass breakage is not included with respect to any structure other than an individual Home.

Exclusions: This warranty does not cover any labor/materials required for repairing/restoring of adjacent surfaces. If MIWD determines, in its discretion, that scaffolding or lift equipment is required to safely and practically access the product, the Owner must provide and install or operate such equipment at no cost to MIWD. Otherwise, MIWD will provide only the replacement component or IGU and MIWD shall not be responsible for skilled labor.

Special Conditions: This Assurance Warranty applies only to new MIWD EnergyCore™ Series windows and doors shipped to and installed in the USA and Canada. Skilled labor is not included in Canada. Loss of functionality of hardware in corrosive environments, which include any dwelling located within two miles of salt water, and any dwelling located in Hawaii or the Caribbean Islands, are excluded from any warranty coverage. For a period of one (1) year from date of manufacture, MIWD shall offer replacement for stainless steel hardware, included in original product manufacture, which loses functionality in a corrosive environment. As a condition to any obligation of MIWD, at the time service is requested, Owner must provide accurate order numbers as found on the Warranty Information label applied to the head of each operable window. MIWD reserves the right to refund the component purchase price in lieu of repair or replacement as stated herein. In no event shall MIWD be liable for an amount in excess of the purchase price of the affected component.

How to Request Assistance: ANY OBLIGATION OF MIWD IS CONTINGENT UPON PROPER NOTICE BY INDIVIDUAL OWNER COVERED BY THE ASSURANCE WARRANTY AND AN OPPORTUNITY FOR MIWD TO PERFORM.

Notice should go to the dealer or contractor from whom you acquired the product and must include your contact information; proof of Ownership; description of MIWD product, including MIWD Order Number found on the warranty information label at the head of the product; and, nature of problem (photographs are helpful). Upon request, you must allow for inspection of product as-installed.

In the event that notice to your dealer/contractor cannot be given, you may contact us directly at:

Western Regional Claims:
Customer Care
7555 East State Route 69
Prescott Valley, AZ 86314
Phone: (888) 417 - 1162
Fax: 928-759-0913
Email: customercareswest@miwd.com

Example Warranty Information Label:

MI Windows and Doors 16466528.1	EC180
Warranty Information - Do Not Remove	

What MIWD Will Do:
We will promptly acknowledge receipt of your claim, investigate and take appropriate action (generally within 30 days after notification). If the product does not have a defect covered by the warranty, MIWD may charge a fee for onsite inspection. Replacement part(s) may not be an aesthetic match to the original. If repair is not practicable or replacement is not reasonably available, then MIWD in its discretion may choose to refund the purchase price of the affected component. In no event shall MIWD's liability hereunder exceed the purchase price of the affected unit. MIWD shall have no obligation whatsoever unless you make a request under this warranty, and upon receipt MIWD shall have the right to perform under this warranty. MIWD shall not be responsible for unskilled labor.



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MIWD Product Documentation: MIWD Product(s) are also supported by (1) General Care and Maintenance Guidelines, (2) Product Information Sheets, and (3) Product Installation Guidelines. While they do not modify the terms of this Assurance Warranty, each of these is important because it provides information regarding MIWD windows and doors. Review each as they contain information relative to and impacting the performance of your product(s). These documents can be found at www.mienergycore.com.

THIS WARRANTY IS THE EXCLUSIVE REMEDY AND SHALL OPERATE IN LIEU OF ALL OTHER REMEDIES, WARRANTIES, OR GUARANTIES, EXPRESS OR IMPLIED, IRRESPECTIVE OF MIWD NEGLIGENCE.

LIMITATION OF REMEDIES: IN NO EVENT SHALL MIWD BE LIABLE FOR ANY PERSONAL INJURY; LOST PROFITS; LOSS OF USE; PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM AND WHETHER OR NOT OCCASIONED BY MIWD'S NEGLIGENCE. IN NO EVENT SHALL THE LIABILITY OF MIWD EXCEED THE PURCHASE PRICE OF THE AFFECTED COMPONENT.

DISCLAIMER OF OTHER WARRANTIES: THIS LIMITED LIFETIME ASSURANCE WARRANTY IS THE ONLY WARRANTY FOR MIWD ENERGYCORE™ SERIES PRODUCTS. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED – INCLUDING ANY WARRANTY WITH RESPECT TO FITNESS, MERCHANTABILITY, OR OTHERWISE ARISING FROM THE COURSE OF DEALINGS OR USAGE OF TRADE OR ADVERTISING – ARE DISCLAIMED AND EXCLUDED.

WHERE THESE LIMITATIONS ON WARRANTIES ARE PROHIBITED OR OTHERWISE ALTERED BY STATUTORY CONSUMER PRODUCT WARRANTIES, THIS WARRANTY IS LIMITED SOLELY TO THE EXTENT OF ANY SUCH STATUTE OR LAW.

DEPENDING ON THE STATE IN WHICH YOU LIVE, SOME RESTRICTIONS MAY NOT APPLY.

Alteration: This warranty shall not be extended, altered or varied except by a written instrument signed by an officer of MIWD. This warranty contains all terms, conditions, agreements, exclusions, and obligation arising under the terms of MIWD's warranty. Any action taken by MIWD shall not create a new warranty nor extend the original term of this warranty.

Impairment of Usage > Exclusions: MIWD shall have no obligation to respond to any condition which involves:

- An application, configuration, installation or condition that exceeds the capacity of the product design or configuration; violates any applicable Code; installation in inappropriate openings or sources of undue stress, pressure, water, heat or cold.
- Installation that is not in conformance with MIWD's or AAMA Installation Masters' recommended installation procedures and applicable good building practices; mishandling of product; defects or limitations in building design, construction, or nature of construction components.
- Normal wear-and-tear, aging, weathering, corrosion; interior moisture or condensation; or stress cracks; all other conditions and causes beyond the control of MIWD. Normal weathering includes the gradual fading, chalking or darkening of any colored surface.

- Glass blemishes, scratches or other imperfections allowable for standard B grade glass under ASTM C1036 or C1048.
- Lack of product maintenance, misuse, neglect, abuse, failure to address condensation, or maintain sealants, caulks, trim, or flashings that surround or impact the performance of the product(s).
- Alterations and/or modifications of the unit or components, including but not limited to, by reinstallation, application of tints and/or films, caulk and paint finishes, and installation of security systems or window coverings.
- Damage to window components caused by the use of power washing, harsh chemicals, including, but not limited to, brick wash, acids, salts, abrasive cleaners or solvents

Important Terms and Conditions: MIWD products are often designed and tested in accordance with required standard procedures established by the American Architectural Manufacturer's Association ("AAMA") and National Fenestration Rating Council ("NFRC"). These measure the performance of sample products in a laboratory-type setting. To pursue consistency MIWD manufactures its products for sale utilizing the same methods and materials as in fabrication of the product for testing. All product components and manufacturing processes, however, involve an inherent range of tolerances which can result in some variance among individual product performance values. Moreover, evaluation of a product outside of a laboratory setting can affect results.

The thermal performance of many windows and doors is enhanced by insertion of gases into the inner space of the insulated glass unit. Given the nature of these gases and the technology utilized to manage them, MIWD does not warrant specific fill or retention levels for individual products and some performance variation may occur. Such variations do not constitute an impairment of usage of an MIWD product.

Important Note: All construction must anticipate and account for the possibility of water intrusion. Determination of the suitability of building components and wall system design is the responsibility of the Buyer or Owner, architect, contractor, installer, trade, and/or construction professional. Wall systems must be designed and constructed to appropriately manage moisture. MIWD is not responsible for claims or damages caused by moisture intrusion due to deficiencies in design, calculation, construction, installation, or maintenance.

MIWD makes no representation and does not intend to convey, any representation regarding the useful life or life expectancy of any product.