

LIFETIME LIMITED WARRANTY REPLACEMENT PRODUCT

RESIDENTIAL: LIFETIME FOR MAINFRAME | 20 YEARS FOR IGU & COMPONENTS

COMMERCIAL: 10 YEARS FOR MAINFRAME, IGU & COMPONENTS

ALL: 2 YEARS SKILLED LABOR & SHIPPING | TRANSFERABLE

Coverage. This Warranty provides exclusive coverage for MI labeled windows and doors sold by MI Windows and Doors, LLC (“MI”) after July 1, 2024, for installation as replacement product (“Product”). 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 to correct a Nonconformity for a Claim made by an Owner of an Owner-Occupied Residential Dwelling as follows: Mainframe: at no charge for a Claim made during the lifetime of the Product as installed. IGU & components: at no charge for a Claim made within 20 years of the date of manufacture (“Manufacture Date”). “Owner-Occupied Residential Dwelling” includes any single-family detached home, townhome, or condominium unit used by the Owner as a personal residence.

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 Manufacture Date by an Owner of a structure other than an Owner-Occupied Residential Dwelling.

Labor & Shipping. MI will provide Skilled Labor necessary to repair the Product and pay shipping costs for two (2) years from the Manufacture Date if the structure is located within MI’s Service Territory at the time of purchase. “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. MI’s Service Territory is all U.S. states except AK, AZ, CA, CO, HI, ID, MT, NM, NV, OR, UT, WA, and WY. An Owner within the Service Territory is responsible for the cost of all non-skilled labor, and for any inspection, labor, or shipping costs for a Claim received more than two (2) years after the Manufacture Date. A fee will be charged for inspections requested more than two (2) years after Manufacture Date. An Owner outside the Service Territory is responsible for all inspection, labor, and shipping costs.

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 reasonable access to the interior and exterior of the Product at his/her own expense, including removal of window décor and security alarms, moving furniture, and providing 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 not 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 excessive ultraviolet discoloration, peeling, chalking, fading, cracking, and blistering. Simulated divided light, blinds between the glass, and integral shades: 10 years for Nonconformity. Laminated and impact IGUs: 20 years for obstruction of vision caused by seal failure (10 years for commercial application) and five (5) years for obstruction of vision caused by delamination. Stress cracks: One (1) year. Weatherstripping and insect screens: One (1) year for Nonconformity. Stainless steel hardware: One (1) year for corrosion.

Disclaimers & Limitation of Remedies. The remedies herein shall be the exclusive remedy and Owner waives any other claim regardless of legal theory. MI makes no warranty for Product sold for replacement Product beyond 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. MI SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES; PERSONAL INJURY; LOST PROFITS; LOSS OF USE; DIMINUTION IN VALUE; OR PUNITIVE DAMAGES.** MI’s liability shall not exceed the price of the affected Product. Some state and federal laws may not allow disclaimers on implied warranties or exclusions of incidental and consequential damages, so these 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.

This Warranty may only be modified by a writing signed by an officer of MI. Any Owner rights arising out of this Warranty may not be assigned without MI's written agreement. 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. If any term of this Warranty is deemed invalid or unenforceable in a judicial proceeding, the other terms shall remain in full force and effect.

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

- Installation; an application, configuration, or installation exceeding the capacity of the Product design or in violation of applicable codes, plans, or specifications; mishandling or storage of Product; failure to properly incorporate Product into the building envelope; installation in inappropriate openings; building settlement or failure of walls or foundations.
- Normal wear and tear, aging, weathering, or corrosion (except as provided for stainless steel hardware); lack of product maintenance,* misuse, or abuse; lack of use of operable Product (vents/sash should be opened and closed monthly); interior moisture or condensation. Normal weathering includes the gradual fading, chalking, or darkening of any colored surface. *MI's maintenance instructions are available at www.miwindows.com/product-care.
- Glass breakage (unless expressly provided); glass blemishes, scratches, or other imperfections allowable for Quality 3 glass per ASTM C 1036; 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, films, sealant, caulk, or paint finishes; field assembly or fabrication of Product; installation of security systems or window coverings; environmental or applied elements that exceed the tolerances of the Product or its components' performance ratings.
- Any application of force or materials, such as power washing or the use of harsh chemicals such as brick wash, acids, salts, abrasive cleaners, or solvents; acts of nature, or any other condition or cause beyond MI's control.

This Warranty covers only Product confirmed to have a Nonconformity. Where product testing occurs, MI must receive prior notice and opportunity to observe, and information on the 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 some window products is 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.

Warranty Claim Process. MI shall have no obligation under this Warranty without prior notice as provided herein. Submit claims at <https://miwindows.com/support/customer-service-center> or (717) 365-2500. 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. If unable to provide a replacement Product and repair is not commercially practicable or cannot be timely made, MI may elect to refund the purchase price of the affected Product in full satisfaction of its obligations.

Requirement Before Initiating Legal Proceeding. 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 against MI unless it first gives 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. For standard warranty service requests, follow the instructions under Warranty Claim Process.

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.