



## LIMITED LIFETIME HOMEOWNER ASSURANCE WARRANTY New Construction and Replacement

*Congratulations!* As a consumer purchaser of window and doors manufactured by MI Windows and Doors, Inc. ("MIWD") you have our assurance that MIWD will respond to your notice of product issues as described below. This applies to MIWD products installed in new construction and as replacement products.

### **Assurance Warranty:**

**Single Family Home:** 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) as necessary for correction of any significant impairment in usage directly caused by a defect in the frame, sash or other non-glass components, as manufactured. This assurance is made solely to the original purchaser(s) of the owner-occupied single family home into which new MIWD products are initially installed ("Owner").

**Other:** Installation in a structure other than an owner-occupied, new construction single-family home will limit the application of the above warranty and its remedy to a maximum of ten (10) years from the date of manufacture.

**Glass:** MIWD shall offer at no charge to Owner a replacement insulated glass unit ("IGU") 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 initial product purchase. Laminated glass (IGU or single pane) is warranted for a maximum period of five (5) years from date of manufacture. This warranty provides replacement glass for MIWD product only and does not include shipping, which shall be "F.O.B. MIWD dock."

**Screens:** Screens provided with MIWD products are warranted for a period of one (1) year from the date of initial product purchase.

**Transferability:** If Owner sells its single-family home containing MIWD products within five (5) years of home purchase, then this warranty shall transfer to the second purchaser only and continue to be effective for a maximum period of ten (10) years from the date of initial product purchase. Warranty transfer is not permitted with respect to products installed in structures other than owner-occupied, single-family homes and the warranty may not be assigned.

### **Special Conditions:**

This Assurance Warranty applies only to new MIWD windows and doors shipped to and installed in the USA and Canada. Replacement components and repaired products are covered for the balance of the original warranty

period only. This warranty provides for replacement of MIWD product components only and does not include shipping, which shall be "F.O.B. MIWD dock," or the provision of cost of labor, repainting or refinishing. 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 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. MI 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.

Aluminum frame, single glazed units are covered under the assurance warranty for ten (10) years from date of manufacture. MIWD StormArmor products are covered by a separate warranty and are not covered by this assurance warranty.

### **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:

#### **Eastern Regional Claims:**

Warranty Service  
P.O. Box 370  
Gratz, PA 17030  
Phone: 717-365-2500  
Fax: 717-365-3780  
Email: [customercare@miwd.com](mailto:customercare@miwd.com)

#### **Western Regional Claims:**

Warranty Service  
7555 East State Route 69  
Prescott Valley, AZ 86314  
Phone: (800) 468 - 0304  
Fax: 928-759-0913  
Email: [customercarewest@miwd.com](mailto:customercarewest@miwd.com)  
\*AK, AZ, CA, CO, HI, ID, MT, NM, NV,  
OR, TX, UT, WA, WY



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## **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.

**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 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, these 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' 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, other nature of construction components.
- Normal wear-and-tear, aging, weathering, corrosion; interior moisture or condensation; all other conditions and causes beyond the control of MIWD. 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.

**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 Counsel ("NFRC"). These measure the performance of sample products in a laboratory-type setting. To pursue consistency MIWD



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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.

**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). Ask the builder, distributor or MIWD for copies of any missing documents.

**Attention:** Professional 5000, Builders Series, HomeMaker II and Regal Series products include a Supplemental Labor Warranty; be sure to obtain a copy.

Example Warranty Information Label:

