



LIMITED LIFETIME WARRANTY VINYL PRODUCTS

Basic Warranty

Each MI Windows and Doors, Inc. ("MI") XACT branded replacement product will be free from defects in materials or workmanship that substantially impair operation or performance in the building in which they are originally installed for the applicable period below. This warranty includes product repair and replacement component parts at no charge and any skilled labor (provided or arranged by MI) necessary to repair or replace window or door components.

Owner Occupied Single Family Residence:

For owner-occupied single-family residences (including units sharing up to two common walls) the warranty applies to frame, non-glass, finish and sash components for as long as the initial owner owns and occupies the residence for all vinyl products. Insulated glass units are warranted for 20 years only.

Commercial (and all non-owner occupied and multifamily residences):

For commercial buildings, multi-family dwellings, apartments, and other types of building, the warranty applies to frame, nonglass and sash components and is effective for ten (10) years following the product purchase date. Insulated glass and other components are warranted for 10 years.

Glass Breakage Warranty:

The glass breakage warranty is standard on all 1600 series product lines purchased with double-strength glass. The glass breakage warranty covers breakage, due to any cause, of the installed insulating glass unit for as long as the initial homeowner occupies the residence. Breakage attributable to faulty or improper installation, fire, flood, acts of God, riot or civil disorder, acts of terrorism or war, building settlement or structural failures of walls or foundations will **not** be covered under this Glass Breakage Warranty. Glass Breakage Warranty does not apply to specialty glass such as tempered or laminated, nor glass with grid patterns that have been cut into the glass surface.

Laminated/Painted Products:

Any product that has a laminated or painted surface (interior or exterior) applied by MI is warranted against peeling, blistering, and excessive ultraviolet discoloration for a period of ten (10) years. If such defects occur, MI will, at its option, either repair or replace the defective product. However, upon repair or replacement, the manufacturer cannot guarantee an identical color match to other window/door products in the home due to the normal effects of weathering on the finish over time. Use of any abrasive cleansers will damage the surface and will limit the rights to this warranty.

Transferable Warranty:

Xact branded products by MI Windows and Doors Limited Lifetime Warranty is transferable by the original property owner to one subsequent owner provided MI receives notice of transfer of title of the registered property within thirty (30) days after the date of transfer of ownership, and provided such notice is accompanied by a copy of the order number and a certified check in the amount of \$50.00 made payable to MI Windows and Doors Inc. The transfer will not extend the warranty period and only applies to owner occupied Single Family Residences as described above. Any skilled labor provided to the original homeowner under the terms of this warranty will transfer to the subsequent homeowner for a period of five (5) years from the original date of product purchase.

Special Conditions:

Replaced or repaired products are covered for the balance of the original warranty period only. This warranty does not include repainting or refinishing labor or materials. Window and door screens are warranted for one (1) year after the manufacturing date only. Loss of functionality of hardware (except as provided below for stainless steel hardware) in highly corrosive environments, which includes any dwelling located within two miles of salt water and any dwelling located in the state of Hawaii or the Caribbean Islands is excluded from warranty coverage. MI reserves the right to refund the purchase price in lieu of repair or replacement as stated herein. Laminated glass (whether insulated or noninsulated) is warranted for a period of five years after date of purchase only. The warranty for any MI StormArmor product is modified by the StormArmor Warranty Rider, a copy of which is furnished with StormArmor products.

How to Request Assistance:

If you have a problem with your MI product, contact the dealer/distributor or contractor who sold you the product or contact us directly:

Eastern Region Claims:

Mail: Warranty Service
P.O. Box 370
Gratz, PA 17030
Fax: (717) 365-3780
Phone: (800) 949-3818

Western Region Claims*

Mail: Warranty Service
7555 East State Route 69
Prescott Valley, AZ 86314
Fax: (928) 759-0913
Phone: (800) 468-0304 ext. 5317 or 5789
*AK, AZ, CA, CO, HI, ID, MT, NM, NV, OR, UT, WA, WY

To respond, we need the following:

- How to contact you.
- The address where the product can be inspected.
- A description of the problem and the product (photographs are helpful.)

What We Will Do:

MI will acknowledge receipt of your claim (generally within three business days,) investigate your claim and take appropriate action (generally within 30 days after notification.) If the product does not have a defect covered by the warranty, MI may charge an inspection fee for any onsite inspection that is required or that you request. Because manufacturing materials, techniques, and model series can change, replacement part(s) may not be an aesthetic match to the original. If repair is not practicable and replacement is not reasonably available, then MI in its discretion may choose to refund the purchase price of the affected unit. In no event shall MI's liability hereunder exceed the purchase price of the affected products. MI shall have no obligation whatsoever unless you make a request under this warranty, and upon receipt MI shall have the right to perform under this warranty.

Additional Features:

This warranty covers only defects in material or workmanship of MI products. Without limitation, MI is not liable for defects, conditions or damage related to:

- Normal wear and tear, natural weathering of surfaces and/or hardware finishes (i.e. corrosion and discoloration of hardware)
- MI will replace at no charge (under terms of the warranty) stainless steel hardware that loses functionality in highly corrosive environments within one (1) year after the date of product purchase. Note that stainless steel hardware must be ordered on the original product purchase for the coverage to apply.
- Glass breakage; failure due to misuse or abuse, and damage caused by failure to provide maintenance, by alteration or modification to the window. Alterations and/or modifications include, but are not limited to reinstallation, tints and/or films applied by others, paint finishes applied by others, and installation of security systems.
- Any cause beyond MI's control, such as fire, flood, earthquake, other natural causes, or criminal acts.
- Installation that is not in conformance with MI's recommended installation procedures or good building practices; or damage related to water and/or air infiltration as a result of defects or limitations in building design or construction (without limitation, damage resulting from engineered drainage systems or cladding systems that do not manage and drain incidental water or water forward of the nailing flange,) and/or installation that is not in compliance with local building codes.
- An application or condition that exceeds product design standards and/or certified performance specifications (including without limitation any damage or defect resulting from localized application of heat)
- Condensation: Unless due to moisture within the sealed glass units as a result of seal failure; the majority of condensation problems are related to excessive humidity levels in a structure. Condensation on exposed surfaces is not covered by this warranty.
- Any building that has been moved (after completion of construction,) put under excessive strain or subjected to settling.
- Failure or absence of perimeter caulking used to seal frames or trim packages against water or air penetration (caulk is not part of the product and is a maintenance responsibility of the building owner.)
- Inadequate maintenance; use only mild soap or diluted detergent to restore vinyl color which can be affected by environmental conditions. Glass surface should be cleaned only with approved solutions. MI makes no claims or warranty relative to the percentage of fill of inert gases (Argon, Krypton etc.) in any insulated glass units, or the performance of any low emissivity coating over time.

Special care should be used to remove a sash or glass from a window or door! Follow installation instructions closely!

Important Legal Information:

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, WARRANTIES, GUARANTIES OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY WITH RESPECT TO FITNESS AND MERCHANTABILITY.) MI WINDOWS AND DOORS, INC. ("MI") SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR WHETHER OR NOT OCCASIONED BY MI'S NEGLIGENCE. IN NO EVENT SHALL THE LIABILITY OF MI EXCEED THE PURCHASE PRICE OF THE AFFECTED PRODUCTS. Depending on the state in which you live, these limitations and exclusions may not apply to you. This warranty shall not be extended, altered or varied except by a written instrument signed by MI Windows and Doors, Inc. This warranty is effective for all Xact branded products manufactured on or after 1/1/06. Any previous warranties will continue to apply to products manufactured by MI prior to this date. This warranty, together with the MI product specification sheet and installation instructions for the specific product set out the entire liability of MI with regard to the product. The MI product specification sheet and installation instructions contain important information related to the MI products. If these materials have not been provided, they should be obtained from your distributor, by writing to the address above or by visiting www.miw.com.

