



MI Windows and Doors Lifetime Limited Warranty with 5-year SureStart™ Protection

Overview of Lifetime Limited Warranty:

This warranty covers CertainTeed Bryn Mawr III, Devon II, New Castle III, New Bridge II vinyl and BridgeWood composite windows and doors installed in the United States of America. MI Windows and Doors, Inc. (MI), subject to the conditions and limitations set forth below, warrants its high performance solid vinyl and composite windows and doors (except for the Insulate Series of vinyl windows and doors which carry a separate warranty) to be free from manufacturing defects during the lifetime of the original purchaser so long as he/she retains ownership of the property in which the windows and doors were installed. MI will repair or provide replacement products, at its election, free of charge, for any window and door proven to be suffering from a manufacturing defect during the applicable warranty period up to maximum liability which shall be equal to the cost of the window or door required to replace the defective product.

Labor charges and expenses under Lifetime Limited Warranty:

MI shall in no event be liable for labor charges or other expenses whatsoever in connection with removal or installation except as specified under SureStart™ protection (see SureStart™ section on this page) of either the original or replacement product. However, in lieu of replacement or repair, MI at its sole discretion, reserves the right to refund the amount paid by the original purchaser for the defective window or door (but not including any installation cost).

Lifetime Limited Warranty and property sale:

In the event the original purchaser sells the property in which the windows or doors are installed, the coverage provided by this warranty will be limited to the subsequent owner and will be 20 years from the date of product installation (or 10 years, from the date of product installation, for decorative / leaded glass units, or product utilizing wooden seatboards or MI applied or authorized exterior coatings.)

Lifetime Limited Warranty and commercial property restrictions:

The lifetime coverage offered by this warranty is designed to cover individual homeowners only. In the case of vinyl windows or doors purchased by, or installed upon property owned corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums, cooperative corporate housing arrangements, apartment buildings, commercial construction or any other type of building premise not used by individual homeowners as their residences, the warranty period shall be 10 years following the date of installation of the vinyl or composite windows or doors.

Vinyl or Composite frame/sash coverage under Lifetime Limited Warranty:

Lifetime coverage against manufacturing defects such as peeling, flaking, blistering, or color degradation is included with certain exceptions (see limitation H).

Hardware coverage under Lifetime Limited Warranty:

Lifetime coverage against manufacturing defects to the hardware, including corrosion, is provided with certain exceptions (see limitation E).

Standard insulated glass coverage under Lifetime Limited Warranty:

Lifetime coverage against manufacturing defects which may result in obstruction of vision by film formation, dust or moisture within the air space of the sealed glass. Glass breakage is not covered by this warranty with one exception (see limitation B)

Continuation of Lifetime Limited Warranty after repair or replacement of product:

In the event of repair or replacement pursuant to the terms of this warranty, the original warranty shall apply to the repair or replacement product and will extend for the balance of the warranty period in effect at the time the product was proved defective.

SureStart™ Protection

MI windows and doors are covered by SureStart™ Protection for a period of 5 years following the date the installation has been completed. Under this warranty feature, MI at no charge, will repair or replace, at its option, any window or door proven to be defective during the 5 year SureStart™ period.

MI's maximum liability under SureStart™ will be equal to the reasonable cost to repair or replace the defective product at current value, including labor, in connection with the repair or removal of the original product or installation of the replacement product.

Limitations:

MI shall have no liability under this warranty for:

- A. Defects or failure caused by improper handling or storage or by installation not in a strict adherence with MI's written instructions.
- B. Any damage to the product caused by impact of foreign objects, acts of God, or by fire, explosion or other casualty. Glass breakage for **any reason** is not covered except if a stress fracture occurs within 12 months following installation. In that case only, MI will provide replacement glass unit at no charge. Labor costs to install the glass are not included except as specified in the SureStart™ section.
- C. Windows or doors that have been painted, varnished or similarly coated over the original vinyl surface.
- D. Damage caused by failure to protect wood surfaces against moisture.
- E. Corrosion of any metal parts, otherwise known as hardware, when installed within two miles of the seacoast or anywhere in Hawaii.
- F. Defects or damage caused, in whole or in part, by the addition of applied tints or films to glass.
- G. Defects in insect screens that occur more than 12 months from date of window or door installation.
- H. Defects or damaged caused by the effects of air pollution, exposure to harmful chemicals or normal weathering* caused by exposure to the elements.

MI shall have sole discretion to determine, based on reasonable criteria, whether the product has experienced normal weathering. If the product weathers to a degree determined by MI to be beyond normal, MI shall select, at its sole discretion, one of the following options:

MI will repair or provide replacement product, at its election, free of charge, for any window or door proven to be suffering from a manufacturing defect during the applicable warranty period up to a maximum liability which shall be equal to the cost of the window or door required to replace the defective product. However MI shall in no event be liable for labor charges or other expenses whatsoever in connection with removal or installation, except as specified under SureStart™ protection (see the SureStart™ section on previous page, of either the original or replacement product. However, in lieu of replacement or repair, MI, in its sole discretion, reserves the right to refund the amount paid by the original purchaser for the defective window or door (but not including any installation cost). Condensation on interior or exterior glass surfaces of windows and doors, which may occur as the natural result of humidity from interior / exterior temperature differentials, does not indicate a manufacturing defect and is not covered by this warranty.

MI reserves the right to discontinue or modify any of its products, including the color thereof, without notice and shall not be liable as a result of such discontinuance or modification. Nor shall MI be liable in the event replacement material may vary in color or gloss in comparison to the original product as a result of normal weathering. If MI replaces any product under this warranty, it may substitute products designated by MI to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

Other Conditions

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF MI. PERTINENT STATE LAW SHALL CONTROL FOR WHAT PERIOD OF TIME SUBSEQUENT TO SALE A CUSTOMER MAY SEEK A REMEDY PURSUANT TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MI BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSON THEREIN, RESULTING FROM THE BREACH OF ANY WARRANTY SET FORTH HEREIN. NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DELARE OF MI IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON, OR THE EXCLUSION OF, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

How to Make a Claim

The property owner must promptly notify in writing the contractor or builder who installed the window or door in order to provide an opportunity to investigate the claim and examine the product claimed to be defective.

MI Windows and Doors will be notified of the claim by copy of the contractor / builder's report to the distributor. MI will then investigate the claim. If a defect covered by this warranty is confirmed, MI shall repair or replace the defective window or door or refund the amount paid by the original purchaser for the window or door, per the terms of this warranty.

Effective 04/2010 LMI 01946

In the event that your contractor is no longer available or if you don't know whether MI manufactured your window or door, please call one of our Consumer Services representatives at (717) 365-2500.

This warranty is effective on window and doors installed after April 1, 2010. For windows and doors installed prior to April 1, 2010, the warranty that was in effect at the time of the window or door installation is the warranty that applies.

*Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere, which will cause any colored surface to gradually fade or accumulate dirt or stains. The severity of any condition depends on the cleanliness of the air in the area and other influences over which MI has no control.