

**MR - GLASS DOORS AND WINDOWS MANUFACTURING, LLC (“MR. GLASS”)**

**LIMITED WARRANTY**

**IMPORTANT NOTICE:** Read this entire Limited Warranty before purchasing or installing any product of Mr - Glass listed below (hereafter each a “Product” and collectively “Products”). By installing or using any Product, the user or purchaser (“Purchaser”) of the Product acknowledges having read and understood this Limited Warranty and that this Limited Warranty is part of the terms of purchase and sale of any Product.

**SUBJECT TO THE TERMS OF WARRANTY AND EXCLUSIONS SET FORTH BELOW, MR. GLASS’ PRODUCTS ARE WARRANTED TO BE FREE FROM DEFECTS IN MANUFACTURING AND MATERIALS AND WORKMANSHIP FOR THE PERIOD OF TIME SPECIFIED IN THE TABLE BELOW. MR. GLASS’ LIABILITY UNDER THIS LIMITED WARRANTY SHALL BE LIMITED TO THE REPAIR OR, AT MR. GLASS’ OPTION, REPLACEMENT OR REFUND OF THE ACTUAL PURCHASE PRICE OF THE NONCONFORMING OR DEFECTIVE PRODUCT, PARTS OR COMPONENTS. MR. GLASS SHALL NOT BE RESPONSIBLE FOR ANY LABOR OR DELIVERY COSTS OR EXPENSES INCURRED IN REPAIRING OR REPLACING THE PRODUCTS, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY ARISE OUT OF A CLAIM FOR BREACH OF THIS WARRANTY OR ANY CLAIM WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY CLAIM BASED ON PRODUCT LIABILITY, NEGLIGENCE, BREACH OF CONTRACT, OR STATUTE. ANY REPAIR DONE DURING THE WARRANTY PERIOD WILL NOT EXTEND THE ORIGINAL WARRANTY PERIOD. THE WARRANTY PERIODS LISTED IN THE TABLE BELOW BEGIN ON THE DATE MR. GLASS DELIVERS THE PRODUCTS TO PURCHASER’S SPECIFIED LOCATION.**

The Warranty Periods listed in the table below begin on the date that Mr. Glass delivers the Product to Purchaser, subject to the terms of warranty and exclusions set forth below.

		Residential Windows & Doors for Residential Use	Commercial Impact Storefront Windows & Doors for Commercial Use	Commercial Impact Storefront Non-Impact Windows & Doors for Commercial Use
FRAME		Limited Lifetime	Limited Lifetime	Limited Lifetime
FINISH	Anodized*	1 year*	1 year*	1 year*
	2604*	5 years*	5 years*	5 years*
	2605	10 years	10 years	10 years
SCREENS, HARDWARE AND MOVING PARTS		3 years	1 year	1 year
LAMINATED/ INSULATED GLASS – SGP		10 years	10 years	N/A
LAMINATED/ INSULATED GLASS – PVB		5 years	5 years	N/A
THERMAL GLASS STRESS CRACKS		1 year	1 year	N/A

*\*Not covered if installed/ used within 2 miles of a coastal area or any body of water containing salt water.*

**TERMS OF WARRANTY AND EXCLUSIONS TO FOLLOW:**

## TERMS OF WARRANTY

**Laminated Glass Unit.** The glass is warranted to be free of defects that result in material obstruction of vision or substantial delamination for the applicable time period specified in the table above.

**Insulating Glass Unit.** The sealed glass component is warranted to be free of defects that result in material obstruction of vision or substantial film formation caused by dust or moisture in the dead air space of a sealed unit, for the applicable period of time specified in the table above.

**Glass.** Glass has prevalent characteristics such as distortion, bubbles, discolorations, blurs, debris, and scratches. These types of characteristics are expected, and are excluded from this Limited Warranty, as they are inherent qualities that meet or exceed standard specifications for flat glass ASTM C 1036, heat treated flat glass ASTM C 1048, and laminated architectural flat glass ASTM C 1172. Heat strengthened or tempered glass may have distortions as an inherent quality, and such distortions are excluded from this Limited Warranty. Glass with special coatings may require special cleaning. Visit [www.mrglasswindows.com](http://www.mrglasswindows.com) for additional care and maintenance information. Failure to adhere to cleaning and any other recommended care and maintenance will void this Limited Warranty, as will any of the other exclusions set forth herein, including the exclusions described herein.

**Frame.** Aluminum components are warranted to be free of defects in materials and workmanship. It is typical for anodized products to have color variation and processing marks that occur during manufacturing. These are not considered defects or covered under the warranty. This Limited Warranty is null and void if any aluminum component has direct contact with a copper treated wood, such as Alkaline Copper Quaternary (ACQ). Filiform corrosion is also excluded. This Limited Warranty is null and void if damage is caused by harmful cleaners or other chemical or environmental factors, or by any of the other warranty exclusions set forth herein, including exclusions described above.

**Hardware, Screen and Moving Parts.** Mr. Glass warrants that mechanical operation of hardware, screen, and moving components will be free of defects in material and workmanship for the applicable warranty period described in the table above. This Limited Warranty excludes normal wear and tear and naturally occurring changes such as tarnish, corrosion, oxidization or discoloration of hardware finishes or component parts, as well as any of the other warranty exclusions set forth herein, including the exclusions described herein.

**Payment.** This Limited Warranty is conditioned upon the full and timely payment of the Product. Purchaser's failure to timely make the full, agreed-to payment shall result in a waiver of Purchaser's right to seek any relief pursuant to this Limited Warranty.

**Transferability.** This Limited Warranty is transferable to subsequent owner(s) as specified herein provided Mr. Glass receives notice of transfer of title of the registered property within thirty (30) days after the date of ownership transfer, accompanied with proof of change of ownership, and provided such notice is accompanied by a copy of this Limited Warranty and the order number of the Products. If this Limited Warranty has not already expired or been voided for other reasons, it will be extended to the subsequent owner for the remainder of the original life of the Limited Warranty, subject to the conditions, exclusions and limitations described elsewhere in this Limited Warranty.

**Maintenance.** Purchaser must strictly follow the cleaning procedures or guidelines furnished by Mr. Glass for this Limited Warranty at [www.mrglasswindows.com](http://www.mrglasswindows.com). In addition to any specific cleaning procedures provided with any specific product, windows and doors must be washed with tap water at least once every six months; proof of compliance with cleaning procedures, such as service invoices or logs, must be provided as proof that cleaning procedures were carried out in a timely manner, for this Limited Warranty to apply. Failure of the Purchaser to strictly follow all cleaning procedures shall render this Limited Warranty null and void.

**Duty to Notify.** This Limited Warranty shall apply only if Mr. Glass is notified in writing within sixty (60) calendar days after the sooner of: (i) discovery of the defect(s); or (ii) the time at which the defect(s) should have been discovered through reasonable diligence.

**Documentation.** Upon notifying Mr. Glass, Purchaser shall provide Mr. Glass with the bill of sale, invoice or documentation that constitutes the purchase agreement between Purchaser and Mr. Glass or (an authorized dealer of Mr. Glass. Purchaser's failure to provide the required documentation shall entitle Mr. Glass to deem the Limited Warranty invalid. Mr. Glass reserves the right to request any other documentation that it may reasonably require prior to remedying the damage or defect.

**EXCLUSIVE REMEDY.** The repaired or replaced Product or component will not extend the Limited Warranty period which shall be limited to the remainder of the original life of the Limited Warranty. Mr. Glass reserves the right to reasonable field access to diagnose and repair any Product alleged to be defective; and to substitute similar replacement components for those no longer

available. Mr. Glass shall not be responsible for any labor or delivery costs incurred in repairing or replacing the Product. Acceptance by the Purchaser of any remedy shall be in full accord and satisfaction of all of Mr. Glass obligations under this Limited Warranty. **IN NO EVENT WILL MR. GLASS' AGGREGATE LIABILITY, UNDER THIS LIMITED WARRANTY, EXCEED THE ORIGINAL PURCHASER'S PAYMENT FOR THE PRODUCTS. THIS LIMITED WARRANTY IS PROVIDED IN LIEU OF ANY OTHER WARRANTY, REQUIREMENTS OR OBLIGATIONS. REPLACEMENT PRODUCTS MAY NOT MATCH THE COLOR OF THE ORIGINAL PRODUCT OR THE COLOR OF ANY REMAINING PRODUCT, AS COLOR MAY VARY DUE TO AGE, WEATHERING, DYE LOT DIFFERENCES, OR OTHER FACTORS. MR. GLASS WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY SUCH COLOR DIFFERENCES WITH ANY REPLACEMENT PRODUCT AND WILL NOT BE REQUIRED TO HAVE THE REPLACEMENT PRODUCT "MATCH" THE COLOR OF THE ORIGINAL PRODUCT THAT IS BEING REPLACED OR ANY REMAINING PRODUCT. MR. GLASS RESERVES THE RIGHT TO DISCONTINUE OR CHANGE THE DESIGN AND SPECIFICATION OF ANY PRODUCT IT MANUFACTURES.**

**No Consequential Damages:** Mr. Glass shall not be liable for any and all special, indirect, or consequential damages resulting from or arising out of the use or installation of Mr. Glass' Products, or defects in its Products, or the sale of its Products, or any alleged breaches of contract, including, but not limited to, alleged breaches of this Limited Warranty. For purposes of this paragraph, special, indirect, and consequential damages shall include, without limitation, loss of profits, loss of contracts or business interruptions, or damage to personal property. Mr. Glass shall not be liable for any special, indirect, or consequential damages regardless of whether attributable to (in whole or in part) the negligence, strict liability, statutory liability, products liability, tort, breach of contract, breach of duty (statutory or otherwise), or any other alleged fault or responsibility of Mr. Glass.

**Severability:** In the event that any provision of this Limited Warranty is determined to be invalid, illegal, or otherwise unenforceable for any reason, such determination shall not affect the validity or enforceability of any remaining provisions, which shall be enforced to the fullest extent possible without the unenforceable provision.

**Applicable Law; Jurisdiction and Venue:** This Limited Warranty is applicable in all fifty states of the United States, subject to the laws of each state. This Limited Warranty gives you specific legal rights, and Purchaser may also have other rights which may vary from state to state. This Limited Warranty shall be controlled by and construed under the laws of the State of Florida without giving effect to any choice of law or conflict of law rules or provisions (whether of the State or Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida. The courts of Miami-Dade County, Florida, shall be the exclusive and mandatory forum for any litigation arising from or related to Mr. Glass' Products, including, but not limited to, this Limited Warranty.

**WAIVER OF JURY TRIAL. BOTH PURCHASER AND MR. GLASS HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE (TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE DIRECTLY OR INDIRECTLY ARISING UNDER OR RELATING TO THIS LIMITED WARRANTY AND AGREE THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MR. GLASS PROVIDING THIS LIMITED WARRANTY.**

**NO OTHER REPRESENTATIONS OR WARRANTIES: THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES ARE LIMITED TO THE APPLICABLE STATUTE OF LIMITATIONS BUT IN NO CASE WILL EXTEND BEYOND THE LIMITED WARRANTY PERIODS SPECIFIED ABOVE.**

**NO EMPLOYEE, REPRESENTATIVE, AGENT, DEALER OR DISTRIBUTOR OF MR. GLASS, OTHER THAN THE CEO OF MR. GLASS, IS AUTHORIZED TO MODIFY, EXTEND, OR IN ANY WAY CHANGE THIS LIMITED WARRANTY WHICH CHANGE, EXTENSION OR MODIFICATION MUST BE IN WRITING.**

#### **EXCLUSIONS TO LIMITED WARRANTY COVERAGE**

Notwithstanding anything to the contrary in this Limited Warranty, the Limited Warranty DOES NOT apply to or cover any defect, breakage, failure, or deficiency in (or of) the Product attributable to, resulting from, or caused by any of the following, or any resulting losses or damages attributable to, resulting from, or caused by any of the following:

- Naturally occurring changes such as tarnish, corrosion, oxidization, or discoloration.
- Normal wear and tear from product usage or age, including fading or discoloration from age or exposure to

direct sunlight or the elements.

- Scratches and abrasions, including without limitation, damage, scratches or abrasions caused during installation, or thereafter by exterior stucco, or interior drywall, carpentry or window treatments.
- Warping of less than ¼ inch.
- Improper storage, use, handling, or maintenance (including lack thereof).
- Improper installation by any person, including without limitation, an authorized dealer of Mr. Glass, the installer of the Product, or the contractor, or installation in violation of applicable building codes.
- Modifications or alterations to the Product or any part or component of the Product by any person, including without limitation, an authorized dealer of Mr. Glass, the installer of the Product, or the contractor.
- Galvanic coupling, including without limitation, incompatibility between materials, or chemicals used on or around the Product, such as aluminum components having direct contact with a copper-treated wood.
- After market or non-factory finishes, such as glues, adhesives, sealants or caulking.
- Any part, component, product or hardware not sold by or installed by Mr. Glass, including, but not limited to, hardware finishes, decorative metal accent options, or wrought iron.
- Conditions outside of (or beyond) the design limitations or applicable state product approvals of the Product, including, but not limited to, winds or pressure in excess of design limitations, installation or use of the Product at elevations above 5,500 feet, excessive localized heat, or high-moisture environments.
- Exposure to acid rain or other corrosive elements, or exposure to coastal weather conditions such as salt spray.
- Exposure to high in-home humidity, condensation, frost, or mold, mildew, fungi, or other toxins not directly attributable to the Product.
- Accidents, including, but not limited to, accidental glass breakage, damage caused by animals, unreasonable or excessive force, or flying objects or debris.
- Stress cracks, other than thermal glass stress cracks occurring within 1 year of installation.
- Filiform corrosion.
- Defects in the existing structure, structural settlement movement, or vibration, alterations or modifications to the structure to which the Product was installed.
- Intentional or negligence acts, vandalism, riot, or civil disorder.
- Water leakage or damage due to failure to properly seal or install Product.
- Failure to properly finish all panels, sidelights, transom, molding, light rims, frame surfaces, and jambs within thirty (30) calendar days of installation.
- Acts of God, abnormal environmental or weather conditions, fire or other casualty.