Limited Warranty

This is to certify that all windows and doors manufactured by MGM INDUSTRIES, Inc. (MGM) are fully warranted against defects in material or workmanship under normal use and service for a period of one (1) year from the date of installation unless the component is specifically mentioned below.

This warranty is non-transferable and limited to the Original Homeowner or Project Owner only. The term "Original Homeowner or Project Owner" as used in the warranties means: that individual, individuals or entity which took original title to the premises or are the original occupants of the structure in which the product was installed.

Factory warranty covers materials only. MGM will assume no other cost such as labor cost of any kind for removal or reinstallation.

Any non-factory alterations to the windows or doors not required by the installation instructions will void MGM's obligations.

MGM reserves the right to choose whether to repair or replace any defective products or materials, or refund at MGM's Dealer's cost.

Main Frame and Sash Frame: 20-Year (Commercial: 10-Year)

Main frames and sash frames are warranted not to pit, corrode, blister, peel or crack under normal use and service for a period of twenty years from the date of installation. For these conditions, MGM will assume 100% of the cost of replacement parts during the first twenty years from the date of installation.

Insulated Glass: 20-Year (Commercial: 10-Year)

Insulated glass is warranted against failure for a period of twenty years from the date of purchase. Glass failure is a material obstruction of vision resulting from moisture, dust, or film formation between the interior glass surfaces of the insulated glass unit. Sienna replacement units also have a 5-Year Glass Breakage Warranty.

Painted/Capstock Products: 10-Year

MGM paint/capstock products are warrantied against peeling, blistering, or excessive fading discoloration. Extrusions which experience color change due to normal weathering are excluded from this warranty (including non-uniform fading and discoloration resulting from unequal exposure of surfaces to the sun and elements). "Normal Weathering" is defined as a Delta-E=6 as a result of exposure to ultraviolet (sun) light, and extremes of temperature and atmosphere which will cause any surface to fade, discolor, darken, chalk, or acquire surface accumulation of dirt or stains. If units are covered by this warranty, MGM agrees to provide enough paint at no charge to the Original Homeowner or Project Owner so that the windows can be recoated. MGM will not cover the labor necessary to recoat the windows.

Exclusions to Warranty Coverage:

The following items, including any resulting damage, injury, or defect, are excluded from all warranty coverage:

- Freight charges of any kind. Material returned to MGM must be pre-paid.
- Installation or use near high humidity areas (pools, saunas, hot tubs, etc.) or in homes with excessive humidity.
- Condensation, unless due to insulated glass failure.
- Normal wear and tear; including fading and/or discoloration from normal use, age, or sun exposure.
- Glass breakage and stress cracks.
- Torn screen cloth.
- Installation into structures that do not allow for appropriate water/moisture drainage. This includes but is not limited to "Exterior Insulation & Finish Systems" (EIFS), a.k.a. "Synthetic stucco" without an effective drainage system.
- Accidents, fire, explosion, misuse, abuse, vandalism, building settling, war, terrorism, acts of third parties beyond MGM's control, or Acts of God including but not limited to fire, flooding, hail, acid rain, salt water, earthquakes, hurricanes, and gale force winds.
- Field mulling, field finishes, product modifications or glazing not factory installed.
- Use of expanding spray foams applied around the perimeter of product during the installation process, unless applied consistent with AAMA 812-19 or any amendment thereto.
- Deficiencies in wall design, project design, project construction, or structural failures.
- Improper storage or handling, or exposure to excessive heat.
- Failure to properly install flashing, exterior trims, panning, subsills, or receptors. If liquid applied flashing or fluid applied weather barrier is utilized during installation, the installer must follow the instructions from the manufacturer of such product during its application to both the rough opening including the area surrounding each window or door once installed, must not utilize products that are incompatible with MGM's products or sealants, and must utilize primer where necessary.
- Failure to follow MGM's care and maintenance instructions.
- Improper installation of doors or windows, including failure to follow MGM's installation instructions, industry standards, and/or sound construction practices. For example, the interior side of MGM's windows and doors must not be exposed to precipitation, and a minimum of ¼" must be maintained (and properly sealed) between the window/door frame and the exterior finish materials.
- Failure to properly apply caulk or sealant. For example, certain MGM products include a nailing fin or flange that is not designed to prevent water intrusion and must be properly sealed during installation.
- Water or air infiltration that is not a result of a product defect.
- Damage or SDL detachment caused by the use of harsh chemicals (such as brick wash, bleach, alcohol, hydrochloric acid, or muriatic acid), or improper use of tapes or sealants. Do not use any cleaning agent other than a mild, non-abrasive window washing solution or glass cleaner applied in accordance with any product labeling instructions and MGM's care and maintenance instructions.

- Damage during handling, shipping, processing or installation. Specifically, MGM products must be kept in an upright / vertical position and may be damaged by laying in a flat or horizontal position.
- For window and door units pre-installed into modular buildings or rectangular structures before the structure is transported and delivered to the site of intended use, any claims of glass breakage, stress cracks, leakage, or seal failures must be documented by photographs taken prior to such transportation, and no warranty coverage is provided for such claims arising during or after such transportation.
- Prefabricated wall panels must be erected and installed before MGM products are installed and incorporated into the building envelope.
- Application of after-market window films to glass surfaces.
- Products that have not been paid for in full.
- MGM is not responsible for the cost of any field testing unless specifically agreed upon. Any initial field testing shall be performed within thirty (30) days of installation, using properly calibrated testing equipment and accounting for units that exceed the maximum test size. Any field tests must be conducted by a certified testing organization recognized by AAMA, at 2/3 test pressure as compared to the product rating, in accordance with AAMA 502-12 or as otherwise amended (if within 30 days after installation) or AAMA 511-08 or as otherwise amended (if afterward) unless otherwise agreed, after giving MGM reasonable notice and the opportunity to participate in such testing. For any test failure believed to be caused by a manufacturing defect, MGM must be given a reasonable opportunity to evaluate the concern and develop a remedial solution, and such failure by itself does not justify nonpayment or the removal and replacement of such products.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THIS PURCHASE. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN THE EVENT THAT SUCH EXCLUSION OR LIMITATION IS NOT EFFECTIVE, THE DURATION OF ANY SUCH WARRANTIES SHALL BE NO LONGER THAN, AND THE TIME AND MANNER OF PRESENTING ANY CLAIM THEREON SHALL BE THE SAME AS, THAT PROVIDED IN THE EXPRESS WARRANTY STATED HEREIN. NO DEALER, EMPLOYEE, OR AGENT OF MGM, NOR ANY THIRD PARTY, MAY CREATE OR ASSUME ANY OTHER LIABILITY, OBLIGATION, OR REPONSIBILITY ON BEHALF OF MGM. ANY PRODUCT OR COMPONENT NOT SPECIFICALLY SUBJECT TO THIS LIMITED WARRANTY IS PROVIDED AS IS AND WITHOUT WARRANTY.

IT IS UNDERSTOOD AND AGREED THAT MGM'S LIABILITY, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE, OR OTHERWISE, SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER/OWNER AND UNDER NO CIRCUMSTANCES SHALL MGM BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (SUCH AS THE COST OF REPAIRING OR REPLACING OTHER PROPERTY CLAIMED TO BE DAMAGED).

NO ACTION ARISING OUT OF THE TRANSACTION MAY BE BROUGHT BY THE PURCHASER/OWNER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. SOME STATES DO NO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY SFROM STATE TO STATE.

ADVERTISED PERFORMANCE RATINGS ARE BASED ON INDIVIDUAL WINDOW TESTS. MULLED UNITS REQUIRE DIFFERENT AAMA TESTING PROCEDURES. PLEASE CONSULT MGM OR YOUR AAMA GUIDELINE BOOKLET FOR MORE INFORMATION.

IF ANY PART OF THIS LIMITED WARRANTY IS FOUND TO BE UNENFORCEABLE, THE REMAINING PROVISIONS SHALL REMAIN VALID AND ENFORCEABLE.

Claim Notice

Within the warranty period, MGM must be notified **immediately**, and in no case more than **one (1) year**, after any defect or other basis of a claim covered by this Limited Warranty is discovered or should have been discovered. Any claims made after this time-period will be excluded from MGM's warranty coverage. MGM may require that warranty claims be made in writing and include the original purchaser's name, address, date of purchase, retailer / dealer from which the product was purchased, and/or information from a product label or stamp. MGM may charge a fee for on-site product inspections that reveal no product defects. MGM may, in its sole discretion, extend benefits beyond what is covered under this Limited Warranty. Doing so in any particular instance shall not constitute a waiver of MGM's right to strictly enforce the express language of this Limited Warranty at a later time or in any other circumstances.

Warranty claims and inquiries may be made by contacting your local MGM dealer.