



Clearly the Right Choice

**MGM Industries
TEN YEAR LIMITED WARRANTY FOR PAINTED VINYL WINDOWS**

In this warranty, the following terms shall have the following meanings:

1. "Customer" shall mean the purchaser of MGM Industries (MGM) Finished Products OR MGM Distributors;

2. "Extrusions" shall mean the rigid vinyl extrusions.

MGM warrants to original Customer that for a period of ten (10) years from the date of purchase of the windows subject to the terms and conditions herein contained, the Extrusions, as fabricated into Finished Products, will be free from manufacturing defects which result in rotting, cracking, warping, pitting, corroding, peeling, blistering or non-uniform fading discoloration.

This warranty covers only manufacturing defects in material and workmanship of MGM and, without limitation, does not include any failure, defects or damages attributable to, or arising from or connected with, improper maintenance (including inadequate air circulation around Finished Products), harmful fumes, chemicals, distortion or warping due to building heat, heat build-up due to unnatural heat sources, excessive temperature exposure or unusual heat sources including outdoor grills, interior and exterior reflection from roofs, windows, walls, window coverings or other surfaces, color change arising due to normal weathering, oxidation, extremes of weather and atmospheric conditions, accident, abuse, misuse, neglect, faulty or improper installation, staining or mildew, fire, flood, earthquakes, hurricanes, tornadoes, cyclones, gales, lightning, hail and Acts of God, accidental or intentional damage, vandalism and all other circumstances and causes beyond MGM's control.

This warranty does not apply if the Extrusions are painted or coated with any substance other than with coatings produced by and applied in accordance with written instructions of MGM or used in Finished Products which are installed other than on a vertical plane.

IMPORTANT: Extrusions which experience color change due to normal weathering are excluded from this warranty (including non-uniform fading and discoloration and color changes 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 a surface accumulation of dirt or stains. (Delta-E is a color standard in the print and color industry). The severity of these conditions depends on air quality, the geographic location of Finished Products, and other local conditions over which MGM has no control.

Any claim under this warranty must be submitted in writing by Customer to MGM promptly after discovery of the defect claimed, describing with reasonable specificity such defect. MGM shall be entitled to require delivery by the Customer a proof of purchase which is to include the invoice of the windows from the MGM distributor to the original Customer.

MGM, at its own discretion, shall determine whether a claim relating to the paint claim is valid with reference to AAMA 615-02 standard.



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REMEDY

In the event that the windows are covered by this warranty, MGM agrees to provide enough paint at no charge to the original owner so that the windows can be recoated. MGM will not cover the labor necessary to recoat the windows. The original warranty period shall not be extended by any replacement, but the remaining warranty time period shall continue in effect and be applicable under the terms and conditions of this warranty to the recoated windows.

MGM reserves the right to discontinue or change Extrusions.

MGM shall in no event be liable for labor charges or other costs whatsoever in connection with repair, removal or installation of either original or replacement Windows.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, LIABILITIES OR OBLIGATIONS OF MGM, EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND SETS FORTH THE ONLY WARRANTY FOR THE WINDOWS. IN NO EVENT SHALL MGM BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WITH RESPECT TO THE FINISHED PRODUCTS AND REGARDLESS OF WHETHER ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR OTHER TORT OR OTHERWISE. ANY EXPRESS OR IMPLIED WARRANTY NOT PROVIDED HEREIN, AND ANY REMEDY FOR BREACH OF CONTRACT, TORT OR OTHERWISE WHICH, BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, IS HEREBY EXCLUDED AND DISCLAIMED. YOUR EXCLUSIVE REMEDY SHALL BE ENFORCEMENT OF THIS WARRANTY UPON THE TERMS AND CONDITIONS HEREIN CONTAINED. NO REPRESENTATIVE OF MGM OR ITS DISTRIBUTORS OR DEALERS IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY OR EXPRESS ANY OTHER WARRANTIES WITH RESPECT TO THE FINISHED PRODUCT OF MGM.

SOME JURISDICTIONS DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE LIMITATIONS CONTAINED HEREIN MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL OR SPECIAL 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, ALL OF WHICH VARY FROM JURISDICTION TO JURISDICTION.

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