

# CONGRATULATIONS!

As a purchaser of Window World windows and/or sliding patio doors manufactured by MI Windows and Doors, LLC or Milgard Manufacturing, LLC, you have our assurance that the manufacturer (“we” or “our”) stands behind the product as described in this document. This Warranty applies to the 1000, 2000, 2500, 3000, 4000, 5000, 6000 and 8000 series manufactured after April 1, 2021, sold by a Window World franchise and installed as replacement products (“Product”).

## ADDITIONAL INFORMATION:

This Warranty covers only Product confirmed to have a Nonconformity. Where product testing occurs, Owner must give us prior notice and opportunity to observe and identify anticipated test methods. Without our prior agreement, we shall not be required to respond to testing results or extrapolations to non-tested Product, nor shall we contribute to the cost of testing. We are not responsible for determining the suitability of our products for surrounding building components or wall design.

Our products are tested in accordance with procedures established by AAMA and NFRC. The tests measure the performance of sample products in a laboratory setting. We manufacture our products using the methods and materials used in fabrication of the tested product. However, product components and manufacturing processes involve a range of tolerances which can cause variance among tested values, and in-field evaluation of a product can affect test results as well. For these reasons, we do not warrant our test results.

The thermal performance of some window products is enhanced by insertion of gases into the inner space of the IGU. Given the nature of these gases and technology used to manage them, we do not warrant specific gas retention or fill levels and performance variation may occur.

## REQUIREMENT BEFORE INITIATING LEGAL PROCEEDING

Any liability of ours is contingent upon Owner (past or present) fulfilling its notice obligations as stated herein. Owner shall have no standing to assert any legal claim against us unless it first gives the manufacturer notice of its intent to file a legal claim by filling out and submitting the Notice of Legal Claim form available at [www.miwindows.com/legalclaim](http://www.miwindows.com/legalclaim). Owner must wait 45 days after submitting the Notice of Legal Claim to initiate a legal proceeding in order to allow us the opportunity to investigate and tender a resolution for issues claimed. For standard warranty service requests, follow the instructions under Warranty Claim Process.

## WINDOW SAFETY

Screens on our products are intended to keep out insects and are not intended to provide security or for the retention of persons or objects. Fall prevention devices, such as window opening control devices, can be installed on windows in order to lessen the risk of accidental falls. If fall prevention devices are desired or required for a window, check with your local Window World franchise for available options.

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# LIFETIME LIMITED WARRANTY

WITH TRANSFERABILITY PROVISIONS

## Issued To:

Original Purchaser - Present Property Owner

Property Address

City

State

Zip

Phone

Date of Window Installation

LIFETIME LIMITED WARRANTY\*

LIFETIME LIMITED WARRANTY  
WITH TRANSFERABILITY PROVISIONS

COVERAGE

Upon proper notice of a claim by the Product owner (“Owner”) received during the warranty period and per the terms stated herein (“Claim”), we will provide replacement parts (“Parts”) to correct a nonconformity in material or workmanship causing a significant impairment in usage of the Product or an obstruction of vision through the insulated glass unit (“IGU”) (collectively “Nonconformity”). The cost of labor is not covered under this Warranty.

We will provide a replacement sash for an IGU with material obstruction of vision occurring from manufacturing defects, resulting from film formation or dust collection between the interior glass surfaces, caused by failure of the hermetic seal under normal use and service. We will provide a replacement IGU for fixed-light picture windows and discontinued products with this Nonconformity.

RESIDENTIAL DWELLING

We will provide Parts at no charge to correct a Nonconformity in the mainframe, sash, IGU or components for a Claim made by the original Owner of an Owner-Occupied Residential Dwelling for as long as the Owner owns and resides in the residential dwelling. “Owner-Occupied Residential Dwelling” includes any single-family detached home, townhome, or condominium unit used by the Owner as a personal residence.

Glass Breakage: We will provide an IGU or sash to replace broken or cracked glass in a Series 2000, Series 4000, Series 5000, or Series 6000 window for an original Owner of an Owner-Occupied Residential Dwelling for as long as the Owner owns and resides in the residential dwelling. See exclusions on the next page. Coverage for broken or cracked glass may not be transferred or assigned to subsequent owners.

Transferability: This Warranty may be transferred once within 30 years from the date of installation from the original Owner to the first subsequent Owner of an Owner-Occupied Residential Dwelling in which the Product is installed. The subsequent Owner has 30 days from the closing date to contact his or her local Window World store, complete the transfer application, and pay the then-current transfer fee to accomplish a transfer. Coverage under this Warranty will not be available to the subsequent owner if the transfer process is not successfully completed within 30 days of closing. Upon transfer, the coverage periods under this Warranty will be 30 years from the date of Product installation. The subsequent owner is responsible for the cost of the warranty parts based on the schedule below using current market prices.

COMMERCIAL APPLICATION

We will provide Parts at no charge to correct a Nonconformity in the mainframe, sash, IGU or components for a Claim made within 10 years of the date of manufacture by an Owner of a structure other than an Owner-Occupied Residential Dwelling. There is no glass breakage coverage for Product installed in a commercial application.

MODIFIED COVERAGES

Laminated and painted frames: 10 years for excessive ultraviolet discoloration, peeling, chalking, fading, cracking, and blistering. Simulated divided light, blinds between the glass and integral shades: 10 years for Nonconformity. Laminated and impact IGUs: 20 years for seal failure (10 years for commercial application) and five (5) years for obstruction of vision caused by delamination. Stress Cracks: One (1) year. Weatherstripping and insect screens: One (1) year for Nonconformity. Stainless steel hardware: One (1) year for corrosion.

WARRANTY CLAIM PROCESS

Submit claims to your local Window World franchise. To find a franchise, visit [www.windowworld.com](http://www.windowworld.com). We shall have no obligation under this Warranty without prior notice as provided herein. Owner must submit a claim during the coverage period and within 30 days of discovering the perceived Nonconformity. Notice must include contact information, order number, and description of the issue. Photographs are required unless unobtainable.

We shall investigate and respond in a timely manner per the terms of this Warranty, including inspecting the Product at our option. Parts may not be an aesthetic match to the original. We reserve the right to discontinue or modify our products. When that occurs, we shall substitute parts or product of equal value or quality. If unable to provide a replacement Product, repair is not commercially practicable or cannot be timely made, we may elect to refund the purchase price of the affected Product in full satisfaction of all our obligations.

DISCLAIMERS & LIMITATION OF REMEDIES

The remedies herein shall be the exclusive remedy and Owner waives any other claim regardless of legal theory. We make no warranty for Product sold by Window World product beyond this writing. **ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM THE COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE ARE DISCLAIMED. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES; PERSONAL INJURY; LOST PROFITS; LOSS OF USE; DIMINUTION IN VALUE; OR PUNITIVE DAMAGES.** Our liability shall not exceed the price of the affected Product. Some state and federal laws may not allow disclaimers on implied warranties or exclusions of incidental and consequential damages, so these limitations or exclusions may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

This Warranty may only be modified by a writing signed by an officer or director of the company. Any act or omission by us does not create a new warranty or extend the terms of this Warranty. We make no representation regarding the useful life of our Product.

EXCLUDED CONDITIONS

This Warranty does not cover, and we have no obligation to respond to, damages, conditions, or a Nonconformity caused in whole or part by:

- Installation; an application, configuration, or installation exceeding the capacity of the Product design or in violation of applicable codes, plans, or specifications; mishandling or storage of Product; failure to properly incorporate Product into the building envelope; installation in inappropriate openings; building settlement or failure of walls or foundations.
- Normal wear and tear, aging, weathering, or corrosion (except as provided for stainless steel hardware); lack of product maintenance, misuse, or abuse; lack of use of operable product (vents/sash should be opened and closed monthly); interior moisture or condensation. Normal weathering includes the gradual fading, chalking, or darkening of any colored surface.
- Glass blemishes, scratches, or other imperfections allowable for Quality 3 glass per ASTM C 1036; or reflection of solar energy (sunlight) off of the Product.
- Any application of force or materials, such as power washing or the use of harsh chemicals such as brick wash, acids, salts, abrasive cleaners, or solvents; acts of nature, or any other condition or cause beyond our control.
- Alterations or modifications of the Product or components, such as field mulls, reinstallation, application of tints, films, caulk, or paint finishes; installation of security systems or window coverings; environmental or applied elements that exceed the tolerances of the Product or its components' performance ratings.
- Glass Breakage Exclusions: Windows with laminated, tempered or impact-resistant glass; windows with beveled or grooved glass; glass in bay windows, bow windows or sliding glass doors; glass that breaks or cracks during handling, installation, construction of the structure, or removal from the window opening; glass in two (2) or more windows damaged by a single occurrence of vandalism; glass damaged by Acts of God, including flood, earthquake, high winds, fire, civil unrest, war, or riot; glass in configurations or mulled combinations exceeding our size limitations; and windows with blinds between the glass.

WARRANTY PARTS COST SCHEDULE FOR SUBSEQUENT OWNER:	
0-10 years	NO CHARGE
11-15 years	50%
16-20 years	70%
21-25 years	80%
26-30 years	90%

## What New Homeowner will need to Transfer Warranty

- \*Warranty Overview Page completed (2<sup>nd</sup> page is New Homeowners)
- \*Closing Document (Usually the first page of the closing document: something that has their name, your name, address and date of closing)
- \*Pay the transfer fee
- \*MUST BE DONE WITHIN 30 DAYS OF CLOSING DATE



Your Window World window and sliding patio door manufacturer's warranty may be transferred one time, subject to certain manufacturer's restrictions.

Instructions for requesting to transfer the manufacturer's warranty for your Window World windows and sliding patio doors.

Within 30 days from the date of transfer of the property to the new homeowner, this **Request Form** must be submitted to the Window World store location in which the product was purchased.\* If the products were purchased on or after July 1, 2019\*, you must include the transfer fee, currently \$250.00, payable by check or money order to the store location in which the product was purchased. The Labor Guarantee is non-transferable.

**Original Window World Customer's Name:**

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**Original Product Purchase Date:**

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**New Homeowner's Name:**

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**New Homeowner's Telephone:**

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**New Homeowner's Email address:**

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**Property Address:**

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**New Homeowner's Mailing Address (if different):**

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**Date of Property Transfer:** \_\_\_\_\_

This manufacturer's warranty transfer Request Form and the check or money order (payable to the store location in which the product was purchased) must be delivered to the Window World store location where the products were purchased.

Upon Receipt of this **Request Form**, the Window World Store location will review and notify you of the decision.

\*If you purchased from a store location that is no longer in business, please contact Window World, Inc. at 866-740-2100 for instructions.  
+If the product was purchased prior to July 1, 2019, please contact your local Window World store for instructions.

## WARRANTY OVERVIEW



Subject to the limitations and exclusions on reverse side, Window World ("Company") warrants to the original purchaser/property owner ("Owner") and, if any, Owner's immediate transferee, excluding all other subsequent transferees, that any window or vinyl sliding patio door ("Warranted Product(s)") installed by the Company is free from defects in material and workmanship for as long as the Owner or Owner's immediate transferee resides in the home in which the Warranted Product(s) are installed. See printed Window World manufacturers' product warranties for complete details.

**Vinyl Parts Warranty** – Under normal use, the vinyl components of the Warranted Product(s) will not blister, peel, rot or corrode.

**Mechanical Parts Warranty** – All mechanical parts (locks, vent stops, balances) are warranted to be free from manufactured defects in material and workmanship. Replacements for any defective mechanical parts will be supplied at no charge.

**Insulated Glass Unit Warranty** – The sealed insulated glass unit is warranted against defects resulting in material obstruction of vision from film formation caused by dust or moisture in the dead air space of the unit for the life of the Warranted Product(s). If the glass unit fails, the Company will provide the Owner with a replacement insulated glass unit or sash at no charge.

**Glass Breakage Warranty** – The Company will provide the Owner with a replacement insulated glass unit or sash in the event of accidental glass breakage.

**Labor Warranty** – All labor necessary to correct any item covered by this warranty will be provided at no charge by the Company.

**Transferable Warranty** – This warranty may be transferred to the Owner's immediate transferee provided the Company is notified of transfer within thirty (30) days of the property's transfer date. The written correspondence must be mailed to the address below and must include a transfer fee of \$50, the original Owner's name and address of product installation; transferee's name, address, telephone number and the Window World location responsible for the installation. Labor warranty does not transfer.

Date \_\_\_\_\_

Window World

Paperwork transferred from (original owner): \_\_\_\_\_

Name of new owner: \_\_\_\_\_

Address of Transferred Property: \_\_\_\_\_  
\_\_\_\_\_

Phone number of new owner: \_\_\_\_\_

General Limitations and Exclusions on reverse side

\_\_\_\_\_  
Signature of new owner



## Window World of Knoxville

Tel: (865) 938-0314 | Fax: (865) 938-3086

Contract No. **012-50989**

Contract Date: 11/03/2016

### PAYMENT STATEMENT

**to: Sean Mullins**

17761 Alberta Street  
Oneida, TN 37841

**REMIT TO: Window World of Knoxville**

1917 Old Callahan Dr

Knoxville, TN 37912

Product	Description	Quantity	Price	Extension
6000 Series DH (MI-E)		14	\$389.00	\$5,446.00
Contoured Grids		14	\$38.00	\$532.00
Custom Exterior Trim	G8 Glacier White	14	\$75.00	\$1,050.00
Site Set up and Landfill Disposal Fee		1	\$125.00	\$125.00

Total Amount (\$) : \$7,153.00

### PAYMENT DETAIL:

PaymentMethod	Type	PaymentDate	Amount
Other	Discount	05/21/2023	\$7,153.00

Total Paid: \$7,153.00

Deposit Amount: \$0.00

Total Due Amount at Install: \$0.00

Additional Labor Charges: \_\_\_\_\_

Total Balance Due: \$ \_\_\_\_\_

**Installation Payment Information:**

Payment Amount: \$\_\_\_\_\_

Payment Type: None

<input type="checkbox"/> Check	<input type="checkbox"/> Credit Card	<input type="checkbox"/> Financed	<input type="checkbox"/> Cash
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Payable to : Window World of Knoxville

Check #: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Store Financing - Must have been previously approved.

Financed Amount: \$ \_\_\_\_\_

Signature \_\_\_\_\_

Thank you so much for your business, it would be our pleasure to continue to serve your future home remodeling needs.