

TRANSFERABLE FORTY YEAR LIMITED WARRANTY

This warranty applies to all of Magic Window Innovations' products purchased directly from Magic Window Innovations and is extended to the owner of the structure in which the windows and doors are originally installed.

This warranty is full transferable and is only applicable to products installed in owner occupied, single-family homes within Ontario, Canada, subject to the stated conditions and limitations. By purchasing, installing, or using any of Magic Window Innovations' products you are acknowledging that this warranty is part of the terms of sale.

NON GLASS MATERIALS AND WORKMANSHIP:

Magic Window Innovations warrants to the Original Purchaser (homeowner) that all of Magic Window Innovations' products will be free from defects in parts and workmanship that impair the operation and function under normal use and service for forty (40) years from the date of sale. If such products are defective in workmanship or materials before that time, Magic Window Innovations will pay the costs of all defective parts and labour. If repair is not commercially practical or cannot timely be made, Magic Window Innovations will either replace any defective products or refund the purchase price.

INSULATED GLASS:

The insulated glass portion of the window is warranted not to "fail" for a period of forty (40) years from the date of sale. A "failed" unit is one that develops an obstruction of vision resulting from a moisture film formation or dust collection between the interior of the glass surface of the unit. Small marks, scratches, and spots do not exceed company standards or federal government specifications DD-G-451D or ASTM C1036 for a "failed" unit and do not make the insulated glass defective. If the glass seal has failed due to defective workmanship or materials Magic Window Innovations will pay the costs of all defective parts and labour. Glass units with colonial bars are warranted for fifteen (15) years.

MOISTURE MANAGEMENT:

Products installed in wall systems that do not allow for proper moisture management, such as exterior insulation and finish systems (EIFS) or "synthetic stucco" without effective engineered drainage systems, are not covered under the 40 year limited warranty. Condensation on the glass surface is a natural result of excess moisture in the house and does not indicate a defective product or faulty installation. Maintaining proper household humidity levels may prevent problems such as mold or mildew. In no event shall Magic Window Innovations

be liable for any damages resulting from condensation, mold, mildew, frost, or fungus. If you become aware of persistent condensation on your windows, you should take immediate remedial action to prevent water, mold and/or mildew damage to your property and health.

SLIDE 'N' HIDE™ SCREENS AND BLINDS:

Magic Window Innovations warrants that all screens and blind hardware will be free from defects in parts and workmanship that impair the operation and function under normal use and service for forty (40) years from the date of sale. If such products are defective, Magic Window Innovations will pay the costs of all defective parts and labour. If screen or blind hardware is damaged due to regular wear and tear, Magic Window Innovations will pay the costs of all defective parts and labour. If screen or blind hardware is damaged due to animal incidents or environmental factors, the home owner must remove the damaged screen or blind cartridge and send it to the Magic Window Innovations office for service.

COLOUR:

Magic Window Innovations warrants that paint finishes will not crack, fade, or peel and shall be free of manufacturing defects in material or workmanship for a period of ten (10) years from the date of sale. If such a coating is defective, Magic Window Innovations will replace the coating free of charge.

TRANSFER OF WARRANTY:

This warranty is transferable one time only by the original single family homeowner to a successor owner of the property. If this warranty is transferred, it will remain until the conclusion of the original warranty. Magic Window Innovations must receive written notice of the transfer of title to such property within thirty (30) days of the date of transfer of ownership, and a certified cheque in the amount of \$150.00 to cover handling and administrative costs. Failure to timely furnish such notice and payment to Magic Window Innovations will result in the immediate termination of the warranty coverage

PRODUCT CHANGES:

Magic Window Innovations reserves the right to discontinue or change any product it manufactures. If the part or component of the product originally installed is not available and Magic Window innovations determines to make a replacement, Magic Window Innovations shall have the right to substitute such part or component designated by Magic Window Innovations to be of equal quality and price. Magic Window Innovations, in its sole discretion, reserves the right to refund the amount paid by the original single-family homeowner for the window product (excluding installation).

COMMERCIAL APPLICATIONS:

If Magic Window Innovations products are installed in non-owner multi-family occupied dwellings or used for commercial purposes such as schools, churches, government owned structures, office buildings, etc., then this warranty will be limited to 10 years.

EXCLUSIONS, INSTALLATION, AND ACTS OF GOD:

Damage, defects, or problems resulting from causes outside of Magic Window Innovations' control are excluded from coverage under the the Limited Warranty. Such causes include, without limitation:

- Failures due to after sale product modifications or window shading devices (e.g., glass tinting, improper painting or staining, insulated window coverings, etc.)
- Improper installation of in-home security systems
- Water infiltration other than a result of a defects in manufacturing, materials, or workmanship
- Glass or metal damage caused by others (e.g. brick wash, sanding or improper washing, chemicals or airborne pollutants such as salt or acid rain)
- Installation or use near saunas, hot tubs, or other high humidity environments
- Misuse, abuse, modification, alteration, accident, or negligence
- Shifting or settling of the structure in which the product is installed
- Extreme weather events, extreme or unusual atmospheric conditions
- Normal discoloration or fading of finishes after ten (10) years
- Special glazing (contact us concerning the limited warranty for special glazing)
- Caulking is a maintenance responsibility of the homeowner after installation and is not covered under the warranty after ten (10) years
- Painting or staining of repaired or replaced product, component, trim or other 3rd party carpentry work that may be required
- War, insurrection, civil unrest, or other Acts of God

CERTIFICATIONS AND RATINGS:

Performance of individual products may vary and change over time, depending upon the conditions of use. Certifications and ratings are not performance warranties. Ratings include those conducted by the NFRC, AAMA, and other third party certifying agents.

SUITABILITY:

Determining the suitability and compliance with local or other applicable building codes or standards, of all building components, including the use of any Magic Window Innovations product, is the responsibility of the buyer, user, architect, contractor, and/or construction professional. Magic Window Innovations will not be liable for any problem or damage relating to inappropriate or faulty building design or construction, maintenance, installation, or selection of products. Magic Window innovations does not warrant the achievement of any specific performance standard set by a third party certification of a building or project by the use of a Magic Window Innovations product.

ENTIRE AGREEMENT:

This warranty sets forth the maximum liability of all of Magic Window Innovations' products and is the only warranty, written or orally expressed or implied that is provided by Magic Window Innovations. No employee or agent of Magic Window Innovations, nor any third party can assume any responsibility, liability, or obligation on behalf of Magic Window Innovations. This limited warranty and all terms contained herein constitutes the entire agreement between Magic Window Innovations and the Buyer. The Buyer's sole and exclusive remedy with respect to any and all losses or damages resulting from any cause whatsoever shall be those remedies specified above.

Any implied warranty which cannot be disclaimed under law will be limited to the shortest term and will not exceed this limited warranty. Any product or component not specifically subject to this limited warranty is provided as is and without warranty. This limited warranty gives you specific legal rights. In no event will Magic Window Innovations be liable for consequential or incidental damages. In no event will Magic Window Innovations' liability exceed the price paid for the affected product or component. Magic Window Innovations is not responsible or liable for special incidental or consequential damages. This warranty requires that Magic Window Innovations, or their representatives, may be granted access to non conforming products.

WARRANTY CLAIMS:

All warranty claims must be made within sixty (60) days of the appearance of the defect. Claims made under this limited warranty can be made in writing, over the phone, or via e-mail at the contact information below. Claims to Magic Window Innovations must include the following information:

1. Claimant's name, address, and phone number
2. The Magic Window Innovations Serial number located at the bottom of the warranty
3. A description of the product issues (photo's may be included)

Magic Window Innovations may charge a fee for on site product inspection.

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FACTORY NUMBER:
