



So advanced, yet so simple.

# Transferable Lifetime Limited WARRANTY

The product line of **Magic Window**, **Thermosonic** and **NuView Windows** are the most innovative products on the market today.

**Magic Window** guarantees to the original consumer purchaser (Original Purchaser) of **Magic Windows** or Doors (hereafter referred to as products) installed in a single or multi-family home unit or by the Original Purchaser as replacements, that **Magic Window** will repair or replace any such Products that are defective in materials or workmanship and will pay the costs of all parts. If repair is not commercially practical or cannot timely be made, then **Magic Window** will, at the Original Purchaser's option, either replace any defective Product or refund the purchase price.

#### **Unit Components (Lifetime):**

**Magic Windows** and Doors warrants to the Original Purchaser (homeowner) that products manufactured by **Magic Window** will be free from defects in parts and workmanship under normal use and service for as long as you own and reside in the home which the products were installed.

#### **Insulated Glass (40 Year Warranty):**

The insulated glass portion of the window is warranted not to "fail" for a period of forty years from the date of purchase. A "failed" unit is one that develops a significant obstruction of vision resulting from a moisture film formation or dust collection between the interior of the glass surfaces of the unit caused by failure of the hermetic seal. Small marks, scratches and spots do not exceed company standards or federal government specifications DD-G-451 D or ASTNM C1036 Standard Specification for Flat Glass, do not make insulated glass units defective.

#### **Insulated Glass Warranty Coverage:**

Should the glass fail after year 15 as a result of defects described above, then **Magic Window** will charge you a fixed percentage of the company's selling price for insulated glass at that time, according to the following schedule:

Years	Required Payment Percentage
0 - 15	0%
16-25	25%
26-40	50%

#### **Slide 'N' Hide Screens**

Slide 'N' Hide™ Screens are warranted for life. If you have a defect in your screen parts, remove the screen following the steps in your maintenance guide.

Ship (pre-paid) the screen to our nearest service center or your local dealer. **Magic Window** will repair the screen. Home owner will only be required to pay for shipping.

If the screen mesh is torn and needs to be replaced, then a maximum charge of \$75.00 will be charged to the homeowner.

#### **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 in effect for 10 years after the date of the transfer or to the conclusion

of the original warranty, whichever comes first. **Magic Window** must receive written notice of the transfer of title to such property within thirty (30) days after the date of transfer of ownership, and a certified check in the amount of \$100.00 to cover handling costs. Failure to timely furnish such notice and payment to **Magic Window** will result in the immediate termination of the warranty coverage.

#### **Repair Procedure:**

This warranty is limited to **Magic Window**, at its option, repairing and/or replacing defective parts (color matching not guaranteed) in lieu of repair or replacement. **Magic Window**, in its sole discretion, reserves the right to refund the amount paid by the original single-family homeowner for the window product (excluding installation).

#### **Product Changes:**

**Magic Window** 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** determines to make replacement, **Magic Window** shall have the right to substitute such part or component designated by **Magic Window** to be of equal quality and price.

#### **Commercial Applications:**

If **Magic Window** 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 1 year.

*All implied warranties including merchantability and fitness for a particular purpose will expire with the term of this limited warranty. **Magic Window** excludes and will not pay for incidental or consequential damages and its liability will in all instances be limited to repair or replacement or refund of actual purchase price of the defective product.*

Some States do not allow the exclusion or limitation of incidental or consequential damages or limitation of the an implied warranty.

This limited warranty is only applicable in the USA. This limited warranty gives you specific legal rights, and you may also have other rights, which may vary, from state to state.

This limited warranty may not be changed or modified by any representative of the manufacturer or its distributors or dealers.

#### **Condensation, Mold & Mildew:**

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, mildew and related health risks. In no event shall **Magic Window** be liable for any damages, resulting from condensation, mold or mildew.

*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 POTENTIAL HEALTH RISK.*

**Color:**

Color change due to normal weathering is excluded from this warranty. Normal weathering is defined as any exposure to ultraviolet (sun) light, weather and atmospheric conditions which cause any colored or painted surface accumulation of dirt or stains. The severity of these conditions depends on air quality, location of your home and other local conditions.

**Damage Related Exclusions:**

- Improper installation, use or maintenance
- Product failure or damage due to improper installation or modifications including: adjustments or corrections due to improper installation
- Failures due to product modifications or windows shading devices (e.g., glass tinting, security systems, improper painting or staining, insulated window coverings, etc.)
- Units improperly assembled and/or improperly mulled by others
- Water infiltration other than a result of a defect 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).
- Loss of functionality of hardware in highly corrosive environments, which includes any home located within 1.5 miles of salt water and any home located in the State of Hawaii.
- Delivery damage by companies other than Magic Window.
- Accidents or Acts of God
- Normal wear and tear

**General Exclusions:**

- Tarnish, corrosion or discoloration of hardware finishes
- 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

**Labor Related Exclusions:**

- Painting or staining of repaired or replaced product, component, trim or other carpentry work may be required
- Service trips to provide instruction on product use

**Making Initial Contact:**

- Contact your local dealer and inform them of the problem (provide them with the factory number)
- The dealer will investigate the problem. If it is an installation issue the dealer is responsible to rectify the problem. The dealer also look after minor problems or supply a replacement part that is needed. If it is a complicated problem, then the dealer will charge for labor.
- The dealer can react more efficiently if you provide the following: Your name, address daytime telephone number and factory of your original order.

**What Will We Do to Correct the Problem?**

If the product is found to be defective, and is covered under the provisions of this warranty, we will provide replacement parts to repair the product at no charge. If the defect cannot be repaired, we will provide a replacement product and ship it to the original delivery site. Installation or reinstallation of repaired or replaced product is not covered. All in-place service under this warranty will be performed at the site of the initial installation by the dealer or contractor.

*WE ARE NOT RESPONSIBLE OR LIABLE FOR SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.*

**What Must you do to Keep the Warranty in Effect?**

This warranty requires that **Magic Window**, or their representatives, be granted access to non-conforming product.

*Exclusive Remedy, Implied Warranties and other Important Legal Information.*

This warranty sets forth our maximum liability for our products. *YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE THOSE REMEDIES SPECIFIED ABOVE.* No distributors, dealer or representative of **Magic Window** has the authority to change, modify this warranty. The original purchaser of this product agrees that it has read this warranty and understands it, is bound by its terms and will provide this warranty to the original owner of the structure into which its installed.

*How Does State Law relate to This warranty?*

This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state.

**For Homeowner's Record**

_____		_____		
Homeowner		Factory Number		
_____		_____		
Address		Date Installed		
_____		_____		
City		Installed By-Dealer Name		
_____		_____		
Prov/State		Address		
_____		_____		
Postal Code/Zip		City		
_____		Prov/State		
_____		Postal Code/Zip		