



## **MYLCH ALUMINUM WINDOW & DOOR LIMITED WARRANTY**

1. Subject to the terms and conditions stated herein, Shanghai Mylch Window & Door Manufacturing Co., Ltd. (hereinafter, "Mylch") warrants to the Original Purchaser that under normal conditions and usage, Mylch's aluminum window and door products ("Products") shall be free from the following defects in material and workmanship upon the time periods and details specified herein.

- I. Insulated Glass Warranty- Mylch hereby warrants that its factory installed insulated glass units (I.G.U.) shall be free from material obstruction of vision on the internal surfaces based upon hermetic seal failures for a period of 10 years. For the first year of the warranty, Mylch hereby warrants that its factory installed insulated glass will be free from stress cracks.
- II. Mechanical Parts Warranty- Mylch hereby warrants that its locks, hinges, handles and other miscellaneous mechanical parts will be free from functional defects for a period of 10 years.
- III. Applied Paint Finishes Warranty- Mylch hereby warrants its painted aluminum window and door finishes against cracking, peeling, chalking, delaminating, blistering, flaking from/on the applied surface and significant ultraviolet discoloration for a period of three (3), five (5) and ten(10) years accordingly subjected to Standard AAMA paint no.2603, no.2604 and no.2605 .
- IV. Screen Warranty- Mylch hereby warrants its screen frame and mesh shall be free from defective in materials or workmanship for a period of one (1) year. Screens are not designed to and will not prevent falls.

### **2. Commencement of the Warranty**

The warranty period begins on the date indicated upon the original purchaser's proof of purchase. The original purchaser's sale's receipt, contract, or invoice relating to the Mylch Products are the valid forms of the proof of purchase.

### **3. Warranty Coverage**

The limited warranty set forth in this document is the only express warranty applicable to Mylch Aluminum Products, and no one is authorized to modify or expand this limited warranty. All warranty claims must be made during the applicable warranty period. This limited warranty is only applicable in the U.S.A.

4. All warranty claims must include the following information: a) The Claimant's name, address, and telephone number; b) a description of the nature of the claim; c) A valid proof of purchase and a copy of

this warranty; and, d) The identity of the Mylch salesperson, dealer, distributor, or contractor who installed the Mylch Products relating to the warranty claims. Claimant's inability to provide the foregoing information may result in a denial of a warranty claim, at Mylch's sole discretion. All claims must be made no more than thirty (30) days following the discovery of the defect or other basis of a claim covered by this warranty. Claims made after this time period will be excluded from warranty coverage. Mylch reserves the right to perform a field inspection of any Products upon which a warranty claim is made. Mylch may charge an inspection fee. If the inspector determines the product has a defect covered by this limited warranty, the inspection fee will be waived.

5. Upon Mylch's determination that a warranted Product does not conform with the express warranties specified herein, the warranty holder's sole and exclusive remedy is that Mylch, at its sole option and discretion, will either repair, provide a replacement product or parts for the defective materials, or a pro-rated portion of the original sales price paid to Mylch. Such replacement or repair is warranted for the remainder of the original limited warrant period. It is specifically understood and agreed that Mylch's liability under this warranty, whether in contract, or in tort, shall not exceed the return of the a pro-rated portion of the original purchase price paid by the original purchaser. Under no circumstances will Mylch be liable for special, indirect, or consequential damages. The price paid by the original purchaser for the Product(s) is a consideration in limiting Mylch's liability herein.

6. Mylch shall provide the warranty holder all parts and products required to replace warranted Products which do not conform with the express warranties specified herein. Mylch reserves the right to modify or discontinue any of its Product lines at any time and current designs may be substituted for originals and the suitability of any substitution is in Mylch's sole discretion. Shipping and delivery charges and labor cost may apply to any warranty claim at Mylch's sole discretion.

## **7. Exclusions**

Mylch's limited warranty does not cover defects caused by accident, earthquakes, hurricanes, tornadoes, acts of god, acts of war, rioting, improper installation, field finishing, filed mulls, improper maintenance, vandalism, abuse or misuse of the products, application of film to glass surface, slight variation or variations in glass color, glass breakage, glass curvature or glass scratches or other imperfections as defined in ASTM standard specifications for flat glass C1036-85, insulating glass installed above 4000 feet without pressure relief valves, damage caused by objects or airborne pollutants (such as acid rain or salt), hardware finishes, or screen breakage, installation of Products near high humidity areas (pools, saunas, hot tubs, etc.), fading or color changes due to normal aging, weathering, or excessive sun exposure, subjection to undue stresses caused by the building settlement and/or movement, modification or alteration to the products, reinstalled products, non-vertical glazing applications, exposure to harsh chemicals, sealants, tapes or other corrosive building materials, installation and use of the Products outside of the usage parameters, or the use of parts not manufactured, supplied or sold by Mylch, installation of Mylch Products into structures that do not allow appropriate water/moisture drainage, anodized and other specialty finishes, non-Coastal products installed within two (2) miles of a seacoast, products that have not been paid for in full. Mylch's limited warranty does not cover products that incorporate non-standard materials, parts, or components installed by Mylch agents pursuant to the original purchaser's request. Any device, accessory, or mechanical part not installed at Mylch factory or added to a Mylch Product may void Mylch's limited warranty. Mylch's limited warranty does not cover

Mylch Products that exceed the Products maximum AAMA tested dimensions. Mylch's limited warranty on insulated glass shall only apply to glass which is factory installed by Mylch, Mylch does not warrant the quality of glass which is installed by third parties. Condensation or frost on exposed surfaces is not a defect but may be the result of excessive humidity within the house and a difference between the interior and exterior temperatures and is not covered under this warranty. Mylch Products may contain inert gas that is intended to improve the thermal quality of the Product. However, the best manufacturing methods cannot guarantee that the initial fill rate of inert gas will be maintained during the Products' lifetime and Mylch makes no such guarantee. Mylch does not guarantee the presence of inert gas or any thermal performance related to inert gas.

8. Mylch hereby provides no Warranty to any product subjected to inappropriate and/or untimely test measures. Such measures include but are not limited to, the use of a testing laboratory which is not AAMA accredited, testing of units that exceed the AAMA's maximum test size, inappropriate calibration of testing equipment and/or untimely testing (as described in AAMA's "Voluntary Specifications for Field Testing of Windows & Glass Doors"). All advertised performance ratings are based on individual window tests.

9. Determining the suitability and compliance with local or other applicable building codes or standards, of all building components, including the use of any Mylch product, and the design and installation of any flashing or sealing system, is the responsibility of the buyer, user, architect, contractor, installer, and/or other construction professional. Mylch will not be liable for any problem or damage relating to inappropriate or faulty building of a structure; Mylch does not warrant that third party certification of a building or project to any specific standard will be achieved through the use of any Mylch product.

**10. EXCLUSIVITY: THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MYLCH MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, EXCEPT AS STATED IN THIS LIMITED WARRANTY. MYLCH SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO YOU OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGE CAUSED DIRECTLY OR INDIRECTLY BY USE OR PERFORMANCE OF THE PRODUCT(S) OR ARISING OUT OF ANY BREACH OF THIS LIMITED EXPRESS WARRANTY, INCLUDING BUT NOT LIMITED TO, ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER DAMAGES RESULTING FROM INCONVENIENCE, LOSS OF TIME OR PROPERTY, OR OTHER DAMAGES ARISING OUT OF THE INSTALLATION OF, REINSTALLATION OF PRODUCTS MANUFACTURED BY MYLCH. NOR SHALL MYLCH HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY SUCH DAMAGES IN THE EVENT THAT THIS WARRANTY IS NOT APPLICABLE OR APPLIED. IN ANY EVENT MYLCH'S LIABILITY OR RESPONSIBILITY SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF THE PART(S), OR THE REFUND OF THE ORIGINAL SALES PRICE RECEIVED BY MYLCH FOR THE PRODUCT. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF MYLCH OR A REPRESENTATIVE OF MYLCH HAS BEEN ADVISED BY YOU OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. NO CUSTOMER, DEALER, DISTRIBUTOR AND/OR REPRESENTATIVE OF MYLCH IS AUTHORIZED TO WAIVE, MODIFY OR EXPAND THIS WARRANTY IN ANY WAY, EITHER ORALLY OR IN WRITING. THIS LIMITED WARRANTY GIVES**

**YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.**

**11. YOU and Mylch and its subsidiaries AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR MYLCH PRODUCTS (INCLUDES MYLCH GOODS AND MYLCH SERVICES) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES.** In addition, if Your Mylch Products were purchased directly or indirectly from a Mylch Branded Distributor, You and the Mylch Branded Distributor agree to Arbitrate Disputes arising out of or relating to Your Mylch Products and waive the right to have a court or jury decide Disputes. **YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR MYLCH PRODUCTS.**

12 This warranty gives you specific legal rights, and you may have other rights, which may vary from state to state. The foregoing warranty applies only to products installed in the United States of America. The foregoing warranty is effective for aluminum products manufactured and/or delivered by Mylch on or after Oct. 10, 2019. © Shanghai Mylch Window & Door Manufacturing Co., Ltd. 2019.