



8051 NW 79TH STREET MIAMI, FL 33166

P: (305) 764-3963

Email: sales@mrglasswindows.com

www.mrglasswindows.com

## MR. GLASS DOORS AND WINDOWS MANUFACTURING, LLC. LIMITED WARRANTY

**IMPORTANT NOTICE:** Read this entire Limited Warranty before purchasing or installing any Mr. Glass Doors and Window, Inc. ("MR. GLASS") product. By installing or using this product, you are acknowledging that this Limited Warranty is part of the terms of sale.

1. **Warranty** MR. GLASS products are warranted to be free from defects in manufacturing, materials and workmanship for the period of time specified below.
2. **Maintenance** Windows and doors must be washed with tap water at least once every six months; a service invoice must be provided as proof that cleaning procedure has been carried out in a timely manner, for warranty to apply. [OR: purchaser must strictly follow the Cleaning Procedures furnished by MR. GLASS for this limited warranty to apply.]
3. **Finish** This Warranty covers factory applied finishes or exposed aluminum surfaces against peeling, checking, cracking, chalking and change of color per applicable AAMA Specifications 2603, 2605 in force at the time of purchase. This limited warranty applies only when finish types recommended for the atmospheric environment of the project site are used. MR. GLASS reserves the right to re-finish defective components in the field, using air-dry products.
4. **Glass** This warranty covers glass purchased and factory glazed by MR. GLASS, under the following specifications:
  - Insulating glass is covered against seal failure
  - Laminated glass covered against de-lamination
  - Spandrel glass coating is covered against peeling, cracking or coating deterioration.
5. **Screens** Screens and screen frame components carry a limited one (1) year warranty against defective materials and workmanship, regardless of the length of the warranty on the remainder of the products.



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6. **No Consequential Damages** MR. GLASS shall not be liable for any and all special, indirect, and consequential damages resulting from or arising out of this Limited Warranty or the breach thereof including, without limitation, loss of profits, loss of contracts or business interruptions or punitive damages, however the same may be caused, regardless of whether attributable to (in whole or in part) the negligence, strict liability, statutory liability, products liability, tort, breach of Agreement, breach of duty (statutory or otherwise), the sole, joint or concurrent negligence, or any other fault or responsibility of MR. GLASS.
  
7. **WHAT THIS LIMITED WARRANTY DOES NOT COVER** MR. GLASS is not responsible for or makes no warranty as to: 1) Product failure, loss or damage due to:
  - Normal wear and tear from product usage or age, including normal wear and tear of weatherstrip.
  - Normal wear, fading or discoloration of finish from product usage, age or exposure to direct sunlight.
  - Improper storage, handling, installation, finishing, use, modification or maintenance.
  - Mechanical abrasion to finishes.
  - Non-factory-applied finishes, applied sealants or caulking. Finishes applied by your local dealer/contractor are not covered by this warranty.
  - Structural settlement, movement or vibration.
  - Warping less than 1/4 inch, which is deferred for twelve [12] months, as the product takes time to adjust to local humidity levels.
  - Products or finishes exposed to excessive localized heat, high-moisture environments (including pools, hot tubs and greenhouses) or water leakage.
  - Damage caused by failure to properly finish all door panel, sidelight, transom, molding, light rim and frame surfaces, and jambs within thirty [30] days of installation — including products stored in excess of thirty [30] days.
  - Damage caused by inappropriate finishes, solvents, brickwash or cleaning chemicals.
  - Acts of God.
  - Acid rain or other corrosive elements.
  - Salt spray, including exposure to coastal weather conditions.
  - Application of after-market window films to glass surfaces.
  - Accidents, including accidental glass breakage, not the fault of MR. GLASS, that results in seal failure.
  - Accidents; misuse; abuse; alterations; improper handling, operation or cleaning.
  - Pet damage of any kind.
  - Damage and/or discoloration, not the fault of MR. GLASS, to blinds or shades sealed between glass associated with wear and tear through product use, sun exposure, abuse or age.
  - Discoloration or fading caused by product's exposure to direct sunlight.
  - Damage to glass as a result of installation at elevations above 5,500 feet.
  - Damage caused by high in-home humidity (condensation, frost or mold).
  - Products subjected to conditions outside their design limitations.
  - Improperly installed security systems.
  - Products with modifications that are not approved by MR. GLASS
  - Hardware



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finishes, including decorative metal accent options (clavos, hinge straps, etc.) and wrought iron. • MR. GLASS doors, transoms and sidelights installed in non-MR. GLASS frames; the purchase, damage, repair or replacement of non-MR. GLASS products. • Finishing or modifying the structure containing repaired or replaced product. • Finish failure or any other losses arising from defects in the existing structure. • The purchase, damage, repair or replacement of non-MR. GLASS products. • Products that have not been paid for in full. • product failure due to improper usage, handling or storage, incompatibility between materials, improper building construction, excessive building movements • failure to provide routine, documented and reasonable maintenance and inspection • scratches or abrasions to the product • abnormal environment conditions • damage caused by water entry from sources outside MR. GLASS materials, fire or other casualty, physical damage, field fabrication, finishing or formed damages caused by any chemicals used on or around the product, government restrictions, acts of aggression, or acts of God. MR. GLASS will not be held liable for: any work performed or material supplied by others, architectural fees, consulting fees, back charges or remedial labor costs, without written pre-authorization by MR. GLASS. This warranty applies only if MR. GLASS is notified in writing within ninety (90) days after: a) discovery of defect (s), or b) the time at which defect (s) should have been discovered through reasonable diligence. Cleaning and final adjustments are not the responsibility of MR. GLASS and are not covered by this warranty. Improper layout, installation or maintenance voids this warranty.

8. **Mold and Mildew** This warranty does not cover and MR. GLASS will not be liable for any damages whether to property or person, caused by or attributable to mold, mildew, fungi or any other toxins, not directly attributable to a defect in the MR. GLASS product. Further, under no circumstances, regardless of cause, shall MR. GLASS be liable for damages attributable to: mold, mildew, fungi or any other toxins, whether to person or property, where such damage or environment was known or, through responsible and regular inspection could have been known, regardless of the origin cause of damage.
9. **Remedy** In the event that MR. GLASS products or components are found to be defective, MR. GLASS will repair or provide replacements, at our option, without charge. The warranty of the repaired or replaced windows and doors or components will be limited to the remainder of the original warranty period. MR. GLASS reserves the right to reasonable field access to diagnose



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and repair any product alleged to be defective; and to substitute similar replacement components for those no longer available. For the purpose of this warranty, field activities are any that do not occur within the MR. GLASS factory. No employee, representative, agent or distributor of MR. GLASS, other than the president, is authorized to modify this limited warranty. IN NO EVENT WILL MR. GLASS AGGREGATE LIABILITY, UNDER THIS WARRANTY, EXCEED THE ORIGINAL PURCHASER'S PAYMENT TO MR. GLASS. This warranty is provided in lieu of any other warranty requirements or obligations, including those of Project Specifications or General Conditions of Contract Documents.

10. **Invalidity** In the event that any provision of this Warranty is determined to be invalid, illegal or otherwise unenforceable for any reason, such determination shall not affect the validity or enforceability of any remaining provisions.
11. **Documentation** MR. GLASS reserves the right to deem the Warranty invalid if not accompanied by a bill of sale or documentation, which constitutes a legal agreement between the client and MR. GLASS.
12. **Term of Warranty.** Length of warranty is determined specifically for each project and is noted below.
13. **No Other Warranties or Representations** THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES ARE LIMITED TO THE APPLICABLE STATUTE OF LIMITATIONS BUT IN NO CASE WILL EXTEND BEYOND THE LIMITED WARRANTY PERIODS SPECIFIED ABOVE. ANDERSEN EXCLUDES AND WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF CONTRACT, TORT OR OTHERWISE. THE REMEDY OF REPAIR, REPLACEMENT OR REFUND OF THE ACTUAL PURCHASE PRICE OF THE PRODUCT PROVIDED BY THIS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSS OR DAMAGE.
14. **Applicable Law** This Limited Warranty is only applicable in the U.S.A. (i.e. the fifty states and the District of Columbia). This Limited Warranty gives you specific legal rights, and you may also have other rights which may vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages or limitation of the duration of an



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implied warranty, so the above limitations or exclusions may not apply to you. If any specific term of this Limited Warranty is prohibited by any applicable law, it shall be null and void, but the remainder of this Limited Warranty shall remain in full force and effect. Venue for any action brought to enforce or interpret the terms of this Agreement shall be exclusively in the courts of Miami-Dade County, Florida.

15. **Waiver of Jury Trial.** BOTH PURCHASER AND MR. GLASS HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES (TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE DIRECTLY OR INDIRECTLY ARISING UNDER OR RELATING TO THIS LIMITED WARRANTY AND AGREE THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.
  
16. **Transferability** In non-residential applications, this warranty may be extended directly to the owner and passed on to subsequent owners through its term. In residential applications, this warranty applies only to the original purchaser and is not assignable or transferable. This warranty covers only products and components supplied by MR. GLASS. Waiver by MR. GLASS of any terms, or any breach of any of the terms, of this Limited Warranty for any project shall not be construed as a waiver of any other breach of that of any other project.

**Project Name and Number:**

**Effective Date:** \_\_\_\_\_

**MR. GLASS By:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**Warranty Period(s):** Window parts and components other than Aluminum and Glass



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- Powder Coating Finish (3 years)
  
- Clear Anodized Finish (3 years – non coast zone)
  
- Kynar Finish (10 Years)
  
- Laminated with PVB Glass (5 years)
  
- Laminated with SGP Glass (10 years)
  
- Insulated Laminated Glass (5 years)
  
- Hardware (3 years)

**Exclusion:** The warranty for Sloped Glazing is 5 years as an Industry Standard; there is a higher risk of moisture penetration when using laminated glass.



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### Film Characteristics and Properties of Our Paint

Film Characteristics	AMMA # 2603	AMMA # 2605
Weathering Period (45 South Florida)	1 year	
Allowable Color	Slight	< 5 delta E hunter units per ASTM D 2244 Section 6.3
Chalking	Not specified	<#8 for colors, #6 for whites per ASTM D4214
Glass Retention	Not specified	
Hardness (Pencil)	2H-4H	F Minimum per ASTM D 3363
Dry Film Thickness (MIN)	0.8 MIL	25-30 microns per ASTM D 1400 May vary slightly per color
Salt Spray Resistance	1500 Hours Exposure	<7 creepage on scribe/cut edge < #8 blisters on face per ASTM B 117
Humidity Resistance	1500 Hours Exposure	< #8 blisters on face after 4000 hours @ 38 degrees C per ASTM D
Abrasion Resistance	Not Specified	> 40 liters falling sand per ASTM D968
Chemical Resistance	Not Specified	-No blisters or color change after 15 minutes exposure 10% muriatic acid  -Mortar resistance (per ASTM C 207): Removes easily after 24 hours on painted surface. Residue can be wiped off easily with 10% muriatic acid.  Some slight discoloration may occur depending on color; consult PPG.  -Nitric acid: No color change after 30 min exposure to 70% ACS reagent grade followed by tap water rinse & one hour recovery.  -Detergent resistance: No blistering or adhesion loss after
Solvent Resistance	Not Specified	50 double rubs minimum with MEK and Cheese cloth.
PVDF Content	30%	70% of resin backbone
Warranty	3 year film integrity	5 years (subject to certain terms)



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