# Magbee Contractors Supply Custom Millwork Limited Warranty

#### Glass

Magbee Contractors Supply guarantees and warrants, subject to the conditions and restrictions stated below, that each Magbee Insulated Glass unit shall be free from any material obstruction to vision due to film formation or dust collection on the interior glass surfaces resulting exclusively from the failure of the hermetic seal, other than through glass breakage for five (5) years to the home into which they are installed commencing on the original date of purchase and thereafter. The limited warranty is made and extends only to the original purchaser of such windows from Magbee and owner occupied single-family residence at the time of initial installation. It may not be assigned or transferred and shall not extend to subsequent owners. In the event glass is replaced according to the terms of this limited warranty, the replacement glass is warranted only for the remainder of warranty period applicable to the original glass.

If failure occurs Magbee will ship replacement glass at no charge to the address where the window was originally purchased.

The following applies to the warranty stated above:

The provisions set forth herein constitute the maximum liability of Magbee with regard to the product warranted. Except as provided above, in no event shall Magbee pay for the cost of labor, installation, freight or finishing of either the original insulated glass of the replacement unit, or any other incidental costs related thereto. All other claims due to special, indirect, consequential, or indirect damage are also excluded from this warranty. Magbee specifically disclaims any implied warranties of merchantability and fitness for a particular purpose and makes no other warranty or guarantee, either express of implied, except as expressly contained herein with respect to its insulated glass units. In the event state law precludes exclusion or limitation of implied warranties, the duration of any such implied warranty and the time and manner of presenting any claim thereon shall be the same as that provided in the express warranty stated herein.

This warranty shall not apply to units sold or installed outside the United States, or units damaged in handling or installation. This warranty shall also be void if the unit is subjected to stresses resulting from: Localized application of heat causing excessive temperature differentials over the glass surfaces, or excessive vibration, or movement of building or foundations.

Claims under this warranty must be made as soon as practicable after discovery of the defect and in all events prior to the beginnings of any repair work to Magbee Contractors Supply. Written claims must detail the nature of the problem and the name, address, and telephone number of the person making the warranty claim. No warranty claim shall be considered properly made unless it contains the forgoing in writing and is received by unit alleged as being defective under this warranty, field inspected by a qualified factory representative and returned to the factory. No distributor, dealer, or representative of Magbee has the authority to change or modify this warranty, either orally or in writing, in any respect.

#### **Components Other than Glass**

Non-glass portions of Magbee custom millwork (including locks, lifts, balance systems, weatherstripping, sash and frame members, or non-rot casings) are guaranteed to be free of manufacturing defects for one (1) year from original date of purchase. The one (1) year time frame only includes the original purchase from Magbee Contractors Supply and is not calculated from the date of purchase of the structure such millwork units were installed, nor is it calculated from the date of installation, unless the units were installed by Magbee Installation Services. If the units were installed by Magbee, the warranty is one (1) year from the date of installation. This warranty is in addition to any warranty from the respective manufacturers of component pieces used to make custom millwork items.

A Magbee representative must inspect any and all products a customer may believe to have manufacturing defects.

AN INSPECTION FEE WILL BE APPLIED TO ALL ON-SITE PRODUCT INSPECTIONS PERFOMED FOR ANY CUSTOMER FOR ALL CLAIMS MADE BEYOND ONE YEAR FROM THE ORIGINAL DATE OF PURCHASE, REGARDLESS OF APPLICABLE PRODUCT WARRANTIES.

Magbee will investigate as to determine if individual components fall under their respective warranties (if any) to Magbee. In such an event, repairs may be reimbursed partially or in whole to the customer from Magbee through the respective manufacturers.

## What is NOT covered by this limited warranty

This warranty is excluded for any units that have over 35 square feet of continuous insulated glass surface area.

While such units may be requested, they will be constructed with the understanding that no warranty applies.

Textures and color variations do not constitute defects on wood items.

# Product failure or damage due to improper installation or modifications including:

- Adjustments or corrections due to improper installation.
- Failures due to product modifications or glass shading devices (e.g. glass tinting, security systems, improper painting or staining, insulated coverings, etc.).
- Units improperly assembled or improperly mulled by others.
- Failure due to the application of non-Magbee supplied products.

### Damage caused by the following:

- Damage due to improper installation, maintenance, or use.
- Damage to the product caused by water infiltration other than as a result of a defect in manufacturing, materials, or workmanship.
- Damage due to condensation.
- Damage to glass caused by others (e.g., brick wash, sanding, or improper washing).
- Damage caused by failing to properly seal the exposed wood portions of a product.
- Damage caused by chemicals or airborne pollutants, such as salt or acid rain.
- Damage that occurs during delivery by others.
- Damage caused by accidents or acts of God.
- Damage as a result of normal wear and tear.

### **General Conditions**

The limited warranty set forth in this document is the only express warranty (whether written or oral) applicable to Magbee Contractors Supply factory wood windows. No one is authorized to modify or expand this limited warranty. All warranty claims must be made during the applicable warranty period.

#### How to get help

For further information or to make a claim within this warranty period, please contact Magbee Contractors Supply. You may contact us at

Magbee Contractors Supply 1065 Bankhead Highway

Winder, GA 30680

A customer service representative can be reached at 678-425-2600. Our website is www.magbee.com.

You can help us serve you faster by collecting and including the following important information:

- Description of the product
- Description of product concerns
- Documentation of the purchase and install date, if available.
- Your name, address where the product is installed, and telephone numbers.

If the warranty period has expired or for repairs not covered by warranty, replacement parts may be available for purchase. If the product is beyond repair and warranty has expired, new products may be available for purchase.