



## MOUNTAIN WEST WINDOWS AND DOORS INSTALLATION AND SERVICE LIMITED WARRANTY

This limited warranty ("Warranty") describes the Installation and Service Warranties as relates to you ("Customer") and Desert Mountain Company of Salt Lake City, LLC, dba Mountain West Windows and Doors ("MWWD") and covers the installation and service of our products in your project (the "Project"). The Installation Warranty covers defects in MWWD's workmanship during installation. The Service Warranty covers labor for both Installation Warranty claims and manufacturer-warranted product defects. Product defects are covered separately under applicable manufacturer warranties, which Customer should review for specific coverage details and limitations thereof. Any needs that relate to the Installation and Service Warranties will be evaluated and addressed according to the terms of this warranty.

### INSTALLATION WARRANTY

MWWD stands behind the quality of our installation work and guarantees that every window and door will be installed following proper manufacturer guidelines. If you notice any installation concerns with a Covered Installation (any contracted installation of products by MWWD or its authorized representatives) within five years of your purchase date, an experienced field representatives will be sent to the home to assess the situation. If MWWD identifies an installation-related issue, MWWD at their sole discretion will either make necessary repairs or refund the installation cost for affected doors and/or windows.

Our 5-year Installation Warranty covers any installation-related issues that affect the proper operation or integrity of your windows or doors. If replacement units become necessary due to an installation issue, we'll ensure you receive products of equal quality. In cases where original materials can't be reused or specific parts are no longer available, we'll work with you to find the best possible replacement solution.

### SERVICE LABOR WARRANTY

MWWD agrees to service products installed in your Project under the following terms:

1. For the first (5) years from the date of purchase, MWWD shall service Product (meaning providing labor with the use of the manufacturer's products/parts that are subject to the manufacturer's warranty) where Customer gives prompt notice of the need for service due to a product defect covered under the manufacturer's warranty at no additional charge.
2. After five (5) years from the date of purchase, MWWD shall continue to offer service for Covered Installations and Products, but such service will be provided for a fee. The service fee will be determined at the time of service and will reflect current economic conditions, including but not limited to labor costs, material costs, and inflation rates.

Customer understands and acknowledges that MWWD is not responsible for any Product defects, and Customer is advised to carefully review all manufacturers' warranties.

### CONDITIONS AND LIMITATIONS

1. If MWWD provided trim as part of the Covered Installation and such trim must be replaced under this Warranty, MWWD shall provide reasonably suitable trim but there is no assurance that such trim will match the original trim based on current product availability.
2. The coverage afforded by this Warranty does not include any labor or material associated with finishing space surrounding or adjacent to the repaired or replaced product (including any carpentry work), and additional fees shall apply to such labor or material, if available.
3. The Service Labor Warranty expires five (5) years after the date of purchase, and the Installation Warranty expires five (5) years from the date of installation.
4. This warranty is only valid if Customer is not in default of payment.

### LAW

This Warranty is subject to Arizona law. The following is the agreed-upon dispute resolution process:

(a) Good Faith Negotiation. The Parties agree that, before resorting to any formal dispute resolution process concerning any dispute arising from or in any way relating to this Agreement (a "Dispute"), they will first attempt to engage in good faith negotiations in an effort to find a solution that serves their respective and mutual interests, including their continuing professional relationship. Unless otherwise agreed in writing, the Parties shall have fourteen (14) calendar days from the date the questioning Party gives Notice (defined below) of the particular issue to begin these negotiations and forty-five (45) calendar days from the Notice date to complete these negotiations concerning the Dispute.

(b) Mediation. If the negotiations do not take place within the time provided in this section, or if the negotiations do not conclude with a mutually agreed upon solution within that time frame (or an agreed upon extension), then the Parties agree to mediate any Dispute. If the Parties cannot agree upon a mediator, each shall select one name from a list of mediators maintained by any bona fide dispute resolution provider or other private mediator; the two selected shall then choose a third person who will serve as sole mediator. The Parties agree to have authorized decision makers capable of making binding decisions participate in the mediation process, including being



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present throughout the mediation session(s). The Parties shall have thirty (30) calendar days within which to commence the first mediation session following the conclusion of their good faith negotiations or expiration of the time within which to negotiate (as stated in this section). The Parties agree that any mediated settlement agreement may be converted to an award or judgment (or both) and enforced according to the governing Arizona Rules of Civil Procedure. The Parties further confirm their motivating purpose in selecting mediation is to find a solution that serves their respective and mutual interests, including their continuing professional relationship. The fees and costs of mediation shall be divided equally between the Parties.

(c) **Arbitration.** Any dispute not otherwise satisfactorily resolved pursuant to the preceding subsections (a) and (b) shall be submitted to binding arbitration conducted in the Gilbert, Arizona in accordance with the applicable commercial arbitration rules of the American Arbitration Association (“AAA”), subject to the provisions of this paragraph. The arbitration shall be conducted by a mutually acceptable arbitrator, or in accordance with AAA commercial arbitration rules if the Parties cannot agree on an arbitrator.

(d) **Continuing Performance.** During mediation and court proceedings, the Parties shall continue performance of this Agreement unless doing so would unnecessarily increase damages. The Parties agree to adhere to all warranties and covenants (as described herein) until such time as the arbitration process has been completed and the arbitrator has determined each Party’s post-arbitration obligations and responsibilities as they relate to such warranties and covenants.

(e) CUSTOMER AGREES TO ASSERT ALL DISPUTES OR CLAIMS AGAINST MWWD, AND THEIR RESPECTIVE EMPLOYEES, DEALERS OR AFFILIATES SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OR IN ANY OTHER REPRESENTATIVE ACTION OR PROCEEDING, EXCEPT TO THE EXTENT SUCH WAIVER IS PROHIBITED BY LAW. CUSTOMER AND MWWD ALSO AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE TO HAVE ALL DISPUTES SUBJECT TO THE AAA.

### TRANSFER OF WARRANTY AND SERVICE AGREEMENT

This Warranty is automatically transferred to any subsequent owner of the home on which the Covered Installation occurred, but shall not be extended beyond the allotted 5 years from date of purchase of the product.

### EXCLUSIONS

Damage, defects, or problems resulting from causes outside MWWD control are excluded from coverage under this Warranty. Such causes include, without limitation:

- Improper maintenance by persons other than MWWD or installation not in conformance with manufacturer installation instructions, industry best practices, and applicable building codes by persons other than MWWD
- Power surges, loss of power, battery failure, or corrosion
- Integration or compatibility with any third party provided system or device
- Failure to properly treat, seal, and maintain exposed wood
- Use of brick wash, razor blades, or other inappropriate cleaners or chemicals
- Shifting or settling of the structure in which the product is installed
- Water infiltration other than as a result of a MWWD Product defect or MWWD installation
- Normal wear and tear; normal discoloration or fading of finishes
- Variation in wood color, texture, and grain
- Glass imperfections consistent with ASTM or other industry standards, which do not affect structural integrity
- Installation and service warranty will not apply to any product that is not performance rated by the manufacturer
- War, insurrection, civil unrest, terrorism, or Acts of God and other force majeure matters
- 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 Warranty

### WARP

Bow, twist, and warp shall not be considered defects or install issues unless more than ¼ inches in the plane of the doors. Wood and wood clad doors 8 feet or taller ordered without both sill and header locking hardware systems are not warranted against bow, twist, or warp. Action on claims for bow, twist, or warp may be deferred at MWWD option for a period not to exceed twelve (12) months after installation to permit the Doors to acclimate to temperature and humidity conditions.



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### **THERMAL EFFICIENCY**

MWWD and its manufacturers do not warrant the amount or percentage of argon or other inert gas present in insulating glass at any time after manufacture. Inert gas dissipates over time and may be ineffective in products manufactured with capillary tubes. Thermal efficiencies vary with the application of the product. MWWD does not warrant a specific level of thermal efficiency will be maintained by inert gas, low emissivity coatings, or other product features. Please review Manufacturers Product Warranty for additional details.

### **CONDENSATION**

Condensation is not a product or installation defect, but the result of excess humidity. Condensation, frost, mold, mildew, and/or fungus are not covered by the Warranty. Only where condensation is found between sealed IG panes will the Warranty apply.

### **CORROSION**

Except as expressly provided in this Warranty, finish failure or corrosion of aluminum cladding, anodized and other specialty finishes, hardware, or other components due to environmental conditions such as air pollutants, acid rain, salt, sand, chemicals, or other corrosive substances is not covered by the Warranty. Follow manufacturer care and maintenance instructions

### **SCREENS**

Screens are not designed to and will not prevent falls.

### **WINDOW OPENING CONTROL DEVICES**

WOCD's Should be tested monthly for proper function. WOCD's are not a substitute for proper and careful supervision of children.

### **SENSORS**

Initial pairing and configuration of sensors and other electronic devices are not included as part of the installation and are not covered by this Warranty. Sensors are not a substitute for insurance and may not be relied upon to prevent property loss or damage, personal injury, or death.

### **LIMITATION OF WARRANTY**

This Warranty is the exclusive warranty for a Covered Installation, or service labor a Defective Product covered under the manufacturer's warranty. MWWD MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INSTALLATION OR SERVICE OF YOUR PRODUCT(s).

### **LIMITATION OF LIABILITY**

IN NO EVENT WILL MWWD OR AFFILIATES BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN NO EVENT WILL MWWD LIABILITY EXCEED THE PRICE PAID FOR THE SERVICE. The limitations of warranty and liability set forth herein shall survive and apply, even if the exclusive remedy set forth in this Warranty is found to have failed of its essential purpose.

### **NOTICE AND CLAIM PROCEDURES**

Claims and calls for service under this Warranty can be initiated by either calling MWWD's customer service line or by sending an email. To make a claim or request service:

1. Call: 480-355-3801

OR

Email: [service@mwwd.com](mailto:service@mwwd.com)

2. Please provide the following information when making a claim or service request:

- a. Claimant's name, address, and phone number
- b. Installation address (if different from claimant's address)
- c. A description of the product, including:
  - Date and location of purchase
  - Copies of the Sales Agreement and any invoices (if available)
- d. The product serial number or unit identification number
- e. A detailed description of the product or installation concerns (photos may be included)



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f. A summary of any attempts made to address the concerns

3. Once your claim or service request is received, a Mountain West Windows and Doors representative will contact you to discuss next steps, which may include scheduling an inspection or service appointment.

4. For emergency situations that may result in further damage if not addressed promptly, please call our customer service line immediately.

Mountain West Windows and Doors is committed to addressing your concerns in a timely and efficient manner. We will make every effort to respond to your claim or service request within 2 business days.

**This Warranty constitutes the entire agreement between Mountain West Windows and Doors and Customer regarding the Installation and Service Warranties. Customer agrees there is no reliance on any statement, agreement, writing, warranty or representation, whether written or oral, other than the terms contained in this Warranty.**