



PYROGUARD Warranty Information

Pyroguard warrants that, subject to standard industry requirements for proper handling and installation and if properly installed in a fire rated framing structure approved by a recognized independent testing laboratory such as Underwriters Laboratories or Intertek Testing Services, Pyroguard glass products will meet Pyroguard's published specifications; Pyroguard will not develop material obstruction of vision between the glass surfaces due to manufacturing defects; and the specified fire rating will not be degraded due to any such defect.

This warranty shall extend for a period of five (5) years from the date of delivery. The warranty period is subject to acceptance of Pyroguard that the failure of the product under this warranty must occur within the applicable warranty period; proof of date of purchase and delivery of the product acceptable to Pyroguard must be provided with the claim; and the product must be available for inspection at Pyroguard's request.

DELIVERY AND RISK

On arrival of the goods at the place of delivery, Buyer shall promptly provide unloading facilities and when the goods are ready to be unloaded shall unload the goods promptly. Any assistance given in respect of any unloading and any unloading carried out by GGI or an assigned carrier (including the positioning of the goods on Buyer's storage equipment) is entirely at Buyer's risk.

Pyroguard and GGI shall have no liability for any loss or damage to goods in transit when the Buyer has signed the delivery note or, other delivery documents as received in good condition.

INSPECTION: LIMITATION OF REMEDY

Pyroguard reserves the right to have any glass to which the foregoing warranty applies inspected in the field by a qualified representative of Pyroguard, and to have samples furnished to Pyroguard for examination and laboratory analysis where necessary.

Pyroguard's liability under this warranty shall be limited to product replacement or, at Pyroguard's option, to refund the purchase price. If Pyroguard elects to replace the glass, the glass furnished as such replacement will carry the same warranty for the balance of the warranty period, and the same delivery terms that applied to the original shipment.

This warranty is given by Pyroguard in lieu of and to the exclusion of all other rights and remedies, however arising, which any purchaser, installer, or user of Pyroguard might otherwise have. In no event shall Pyroguard be responsible for any costs for the removal, installation or reinstallation, for loss of use, or for incidental, consequential, or other damages of any kind.