



## TEMPERED GLASS LIMITED WARRANTY

Customer: \_\_\_\_\_ Plant Location: \_\_\_\_\_

Address: \_\_\_\_\_ Project Name: \_\_\_\_\_

\_\_\_\_\_ Project Location: \_\_\_\_\_

Invoice Date(s): \_\_\_\_\_

Invoice Number(s): \_\_\_\_\_

The Tempered Glass product (the "Product") sold by the company named above (the "Company") under the invoice(s) referenced above is warranted to meet the quality and strength requirements of ASTM C 1048 and the safety requirements of CPSC 16 CFR 1201 (categories I and II) and ANSI Z97.1 for a period of five (5) years from substantial completion.

The express limited warranty stated herein is exclusive and is in lieu of and replaces any and all other warranties, representations or conditions of any kind, whether written, oral or implied (including, without limitation, any implied warranties, representations or conditions of merchantability or fitness for a particular purpose, statutory or otherwise), and supersedes any oral or written warranties, representations or conditions made, asserted or implied by any distributor, agent, representative or employee or contained in any manual, brochure, literature, advertising or other materials. No distributor, agent, representative or employee has the authority to change, alter, amend or otherwise modify this Limited Warranty

### LIMITATIONS, EXCLUSIONS AND EXCEPTIONS / TEMPERED GLASS LIMITED WARRANTY

All claims pursuant to this Limited Warranty must be presented in writing by the Purchaser (the "Purchaser") of the Product to the referenced plant (the "Plant") within thirty (30) days of the Purchaser learning the facts upon which the claim is based. No warranty claim may be made after the passage of the applicable warranty period. Any legal action in respect of any claim under this Limited Warranty shall accrue on the date the Purchaser discovers or should have discovered with reasonable diligence the facts forming the basis for such claim. Notice of any claim under this Limited Warranty shall not be considered given unless it includes a copy of the referenced Invoice(s); the date and place of purchase of the Product; the name, address and telephone number of the installer of the Product; and the name, address and telephone number of the Purchaser. No claim under this Limited Warranty shall be available without proof of purchase of the applicable product by the Purchaser making the claim. Limited Warranty claims made prior to payment in full by Purchaser for the Product shall not be honored. Failure to make payment in full for the Product on or prior to the date payment is due therefore shall void this Limited Warranty. Upon validation by the Company of any Limited Warranty claim, the Company, at its sole option, shall either (a) furnish the Purchaser with a replacement Product or, if the Product is no longer made, a substitute product which, in the sole discretion of the Company, is comparable to the original Product, F.O.B. the Plant, freight collect, or (b) refund the original purchase price which the Purchaser paid for the failed portion of the Product (less freight and other charges). A comparable substitute product, whether fabricated by the Company or by a party chosen by the Company in its sole discretion, may have characteristics including, but not limited to, color, shading coefficient, U-value and/or surface appearance which vary from the original product but shall nonetheless satisfy the Company's obligation to replace the Product. If the Company elects to supply a replacement or substitute product, the Limited Warranty on the replacement or substitute product shall extend only for the balance of the original Limited Warranty period of the failed Product. In no event shall the Company be responsible for any costs attendant to replacing nonconforming or defective Products (including, but not limited to, labor costs), other than as specified in this paragraph. At the Company's request, all defective Product, which is replaced or substituted for pursuant to this Limited Warranty, shall be returned to the Company, at the Purchaser's expense, within thirty (30) days after such replacement or substitution.

The Product must not be modified or fabricated (e.g., ground, drilled, sand blasted or otherwise) as this can weaken the glass and/or impair its safety characteristics. Any modification or fabrication of the Product voids this Limited Warranty.

The Company specifically disclaims responsibility for any damage to any product caused by, or which results from, improper installation, including any installation not performed in a good and workmanlike manner in accordance with industry standards and applicable shop drawings, ordinances and safety codes; provided that, in addition, such installation shall be performed at any higher standards as shall be set forth in any glazing or installation instructions provided by the Company; improper maintenance; storage in other than a good and workmanlike manner; abuse; damage or breakage caused by persons other than employees or agents of the Company while being handled, installed, shipped, glazed or used; damage or breakage caused by improper building design or construction; thermal breakage; building or foundation movement; use upon the Product of any cleansing or treating agents; atmospheric pollutants or contaminants, or runoff; leachate from building components; use of the Product with incompatible glazing or other materials; or use of the Product for purposes not considered suitable therefore by the glass industry or, in its sole discretion, by the Company. No warranty is provided in respect of any damage to or failure caused by any of the foregoing. Any product shipped outside the United States and Canada is not warranted by GGI.

The remedies provided herein and in the Company's invoice for the Product(s) constitute the Purchaser's sole and exclusive remedy under any claim or theory of liability in respect of the Company's manufacture, sale or provision of the Product or any warranty in connection therewith, including without limitation, claims based upon failure of, or defect in the product, whether a claim, however instituted, is based upon contract, indemnity, breach of warranty, tort (including negligence and/or strict liability) or otherwise. The Company shall not be liable for consequential, indirect, incidental, punitive, exemplary or special damages, claims or costs of any nature including, without limitation, labor costs of any kind relating to the removal of failed products and/or reinstallation of replacement products therefore, or damages, claims or costs otherwise arising from or in connection with, alleged breach of any limited warranty or negligence on the part of the Company.

If Purchaser is sued by any third party for Product failure under warranty or any other theory, Purchaser shall provide the Company at its Plant at its address above with written notice thereof with a copy of any and all pleadings served upon Purchaser within ten (10) days of such service and provide the Company with an opportunity to inspect the allegedly defective Product. Failure to comply with the foregoing shall void this Limited Warranty.

Products not expressly warranted by the Company are sold "as is, with all faults" and product failures expressly excluded from this Limited Warranty (including for example, but not limited to, glass breakage) are not covered by any other warranty, representation or condition, express or implied, statutory or otherwise. The Company offers no warranty, express, implied or otherwise for annealed glass, products containing a film opacifier, or any coated glass provided as part of its products. For the sole convenience of the Customer, the Company will facilitate resolution of warranty issues which may occur between the Customer and the Coater. To the extent assignable, the Company assigns to the Purchaser any warranty on the Product provided by third parties, including any warranty by a third party glass coater. These assigned warranties will generally be limited and subject to exclusions and exceptions. The Purchaser is advised to apprise itself of such limitations, exclusions and exceptions, and the Company shall have no obligation to so apprise the Purchaser. (In general, the Limited Warranty provided by glass coaters may be void if the coated glass is installed contrary to the Company's or the respective coater's instructions, damaged by improper handling or installation, or if damaged because of scratches or abrasions which may be caused by abrasive cleaners used on the coated surface.)

Any waiver by the Company of a deviation from any of the terms or conditions in this Limited Warranty shall only be for the specific deviation so waived and shall not be construed as a waiver of any other term or condition nor a continuing waiver of the term or condition so waived.

The Company reserves the absolute right to inspect, in the field or at the Plant, any Product that is alleged by the Purchaser to be defective. Failure to afford the Company the right to inspect allegedly defective Product promptly upon the Purchaser becoming aware of any defect therein voids this Limited Warranty.