

SAMPLE WARRANTY

Arnold Glas's limited Warranty for deliveries to North America:

a.) **Limited Warranty:**

For a period of ten (10) years from the date of manufacture Arnold Glas provides a limited warranty that:

Tempered and Heat Strengthened Glass

Arnold Glas' tempered and heat strengthened glass meets the requirements of ASTM C-1048.

Ceramic Frit Silkscreened and Spandrel Glass

Arnold Glas' decorative silkscreen and spandrel glass with a ceramic frit coating will be free from defects in material and workmanship which could result in peeling, cracking or deterioration of the ceramic frit under normal conditions.

High performance coated glass

Arnold Glas' high performance coated glass will be free from defects in material and workmanship which could result in peeling, cracking or deterioration of the metallic coating greater than 1/8 inch into the viewing area under normal conditions.

Laminated Glass

Arnold Glas' laminated glass will be free from defects in material and workmanship that result in delamination.

b.) **Breach of Warranty**

If, within the applicable Limited Warranty period, Distributor reasonably determines that any Product does not comply with the limited warranties in this Agreement, then Distributor shall notify Arnold Glas of the warranty breach in writing within thirty (30) days of discovery of the facts giving rise to the claim by making a warranty claim, which warranty claim shall set forth the nature of the warranty breach in reasonable detail. Arnold Glas shall have the right to inspect the Product in the field

c.) **Warranty Exclusions**

ARNOLD GLAS DOES NOT GIVE ANY WARRANTY, EXPRESS OR IMPLIED FOR THE FOLLOWING PRODUCTS OR PROCESSES - DIGITAL DISTINCTIONS (DIGITAL PRINT), HEAT SOAKING OF TEMPERED GLASS, HRG OR STANDARD GLASS CLAD POLYCARBONATES WHICH ARE SOLD "AS IS".

FURTHER, THE WARRANTY OF ANY REPLACEMENT GLASS WILL BE LIMITED TO THE REMAINDER OF THE WARRANTY PERIOD OF THE

ORIGINAL GLASS. ARNOLD GLAS MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND RELATING TO THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, THOSE OF TITLE, MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, OR USE OR SUITABILITY OR ANY EXPRESS OR IMPLIED WARRANTIES THAT THE PRODUCTS WILL SATISFY THE REQUIREMENTS OF ANY LAW, RULE, REGULATION, SPECIFICATION, OR CONTRACT AND EXPRESSLY DISCLAIMS THE SAME.

The warranty does not include the following: glass breakage, product failure due to improper usage; product failure due to improper handling, loading, unloading or storage; incompatibility with other glazing or installation materials, including but not limited to, coatings, sealants, gaskets, setting blocks, lubricants, insulation or any other materials; moisture within the insulating glass unit; faulty installation or building construction; failure to adhere to Arnold Glas' guidelines and instructions regarding installation or maintenance of the Product; improper design; errors in provided specifications; scratches or abrasions to the product; or damage caused by cleaners, solvents, acids, alkalies or any other chemicals used on or around the products or abnormal weather conditions.

Arnold Glas' Limited Warranty will be void in the event that full payment is not received for the Products within the agreed upon terms of sale and Arnold Glas' Limited Warranty will be void if Arnold Glas' processing guidelines and instructions are not adhered to. Arnold Glas' Limited Warranty may only be modified upon written approval of Arnold Glas' President.

d.) Limitations

Arnold Glas' sole liability pursuant to the above limited warranty will be the replacement of any product found to be defective by Arnold Glas in its sole discretion or, at Arnold Glas' option, refund of the purchase price of the product.

UNDER NO CIRCUMSTANCES, WILL ARNOLD GLAS BE LIABLE FOR LOST PROFITS, DAMAGE TO GOOD WILL, ECONOMIC DAMAGES, CONSEQUENTIAL DAMAGES, DAMAGES FOR LOSS OF USE, ALL COST WITH REGARD TO REMOVAL OR INSTALLATION, OR OTHER INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES. ARNOLD GLAS' TOTAL LIABILITY WILL IN NO CASE EXCEED THE PURCHASE PRICE OF THE DEFECTIVE PRODUCT WHICH GIVES RISE TO THE CLAIM.

Arnold Glas Corp, 48 Spinney Path, Unit 2, Nahant, MA 01908