



## Oldcastle Glass®

### OLDCASTLE GLASS DUAL SEAL INSULATING GLASS UNIT 10 YEAR LIMITED WARRANTY

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

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

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

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

The dual seal insulating glass unit product (the "Product") sold by the company named above (the "Company") under the invoice referenced above is warranted (1) for ten (10) years from the date of manufacture, under normal conditions of use, to suffer no material obstruction of vision due to accumulation of dust, moisture or film on the internal surface of the glass caused by failure of the Product's edge seal which is caused by defects in materials or workmanship and (2) in Canada, to meet the quality and durability standard of CAN/CGSB-12.8-M.

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, after, amend or otherwise modify this limited warranty.

SEE OTHER LIMITATIONS, EXCLUSIONS AND EXCEPTIONS ON REVERSE

#### LIMITATIONS, EXCLUSIONS AND EXCEPTIONS/DUAL SEAL INSULATING GLASS UNIT LIMITED WARRANTY

All claims pursuant to this Limited Warranty must be presented in writing by the Purchaser of the Product (the "Purchaser") to the plant referenced on the reverse (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 invoice referenced on the reverse, 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 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 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.

In addition, this limited warranty shall be void if the Product is used in any multilayered butted-glazed system or in any silicone glazing system if not installed in accordance with IGMA recommendations using glazing materials compatible with the Product and that have a warranted life of at least as long as that of the Product; if used in any sloped glazing (defined as tilted inward or outward by more than fifteen (15) degrees from vertical); if installed in any high moisture, heat, vibration or other unusual stress environment (including, without limitation, in any watercraft, motor vehicle, trailer, aquarium, swimming pool enclosure, zoo, greenhouse, solar collector, refrigeration unit or skylight); if film, shades, blinds or any foreign materials are used on or near the surface of the product; if any acetoxy silicone sealant is used with any product built with two component silicone; or if any breather and/or capillary tubes have not been properly crimped and sealed within ten (10) days after arrival of the product on the job site. Any product shipped outside the United States and Canada is not warranted by Oldcastle Glass, Inc.

The remedies provided herein and in the Company's invoice for the Products 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 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.

The Purchaser is solely responsible for all determinations of the compatibility of any glazing or other materials (e.g., sealants, gaskets, tapes, setting blocks, metal or finishes) with the Product. The Purchaser is advised that annealed, heat strengthened or wired glass does not meet the requirements of CPSC 16 CFR 1201 for safety glazing and should not be glazed in hazardous locations, including those defined by applicable codes and law. Hazardous locations should be glazed with approved safety glass.

It is the express wish of the parties that this limited warranty and any related documents be drawn up and executed in English only. Il est la volonté expresse des parties que cette garantie limitée et tous les documents s'y rattachent soient rédigés et signés en Anglais seulement. This limited warranty and any related documents are in the English language and shall be interpreted in accordance with the meaning of the words and phrases used herein as understood in the state or province of seller's plant indicated on the face of this limited warranty. This limited warranty shall be governed by, and construed and interpreted in accordance with, the laws of the state or province in which the plant is located, without regard to principles of conflicts of laws, any suit, action or proceeding arising out of or relating to this limited warranty shall be instituted in any court sitting in such province or, in the case of a state, in the county of the location of the plant and any objection which may now or hereafter exist to the laying of the venue or to the jurisdiction of any such suit, action or proceeding in such province or county is waived. The bringing of any suit, action or proceeding by the Purchaser which is not in compliance with the foregoing shall void this limited warranty.

This limited warranty; the credit application, if any, completed by Purchaser; the Company's glazing instructions, if any; and the invoice for the purchase of the product constitute the complete and exclusive statement of the terms of the agreement between the Company and Purchaser with respect to the subject matter hereof and supersede any other writing, document or agreement. This limited warranty may not be modified, including pursuant to any order made by purchaser or in any other document, unless such modification is made in writing and executed on behalf of seller by its president.

This limited warranty is extended to the Purchaser of the Product only and any claim hereunder must be made solely by the Purchaser. This limited warranty is not transferable without the prior written consent of the Company, which may withhold entirely in its discretion, and any attempted assignment without such prior written consent shall void this limited warranty.