

## LIMITED WARRANTY STATEMENT DUAL SEAL INSULATING GLASS UNIT

### **IMPORTANT NOTICE TO THE CUSTOMER**

During a period of (5) YEARS from the DATE OF FABRICATION, each piece of glass specifically identifiable as a DUAL SEAL INSULATING GLASS UNIT fabricated by Precision Glass Bending, hereafter referred to as insulating glass, is warranted to its immediate customer only, not the recipient of insulating glass through resale, re-branding, nor any ultimate or implied intended user of said insulating glass and subject to the terms and conditions of this Dual Seal Insulating Glass Unit Limited Warranty Statement, hereinafter referred to as warranty, not to contain manufacturing defects resulting in MATERIAL OBSTRUCTION OF VISION CAUSED BY DUST COLLECTION OR FILM FORMATION ON INTERNAL GLASS SURFACES DUE TO FAILURE OF THE INSULATING SEAL.

In all cases, in the event the insulating glass fails to conform to this warranty as described herein and above, the customer's sole and only obligation for any breach of the warranties contained herein shall be limited to the replacement of defective glass for the shipping point nearest to the place of installation, or a refund of the actual purchase price paid by the buyer, as Precision Glass Bending shall in its sole and exclusive discretion determine appropriate under the circumstances. Labor costs are not covered by and are specifically excluded from this warranty. This warranty does not apply to replacement insulating glass beyond the warranty period applying to the original insulating glass. Precision Glass Bending reserves the right to inspect any insulating glass, which is alleged to be defective prior to its removal from the glazing system, installation, or fabrication location. Failure to provide Precision Glass Bending with forty-five (45) days written notice and opportunity to inspect any alleged defect in an insulating glass as contemplated under this warranty will automatically result in Precision Glass Bending having no liability under this warranty. This warranty does not apply to or cover any insulating glass that has been used, installed, shipped and/or sent to any location outside the continental United States of America; furthermore, this warranty does not apply to or cover any insulating glass replacement, beyond the period covering the original insulating glass. Precision Glass Bending shall not be liable to any person or entity for indirect, special, incidental, or consequential damages or charges for any reason.

There are additional conditions that will void the warranty. In addition to any other term or condition of this warranty, if any of the following events occur, Precision Glass Bending will have no liability under this warranty:

- If the insulating glass or any of its component glass layers are broken, chipped, and/or fractured.
- If prohibited alterations are made to the insulating glass including any action that alters the interspace, surface or edge shape, or dimensions. Examples of such actions include cutting, sanding, grinding, accidental damage, improper installations, exposure to solvent or chemical fumes, or direct contact with paints, flammable liquids ignited or non-ignited, adhesives, acids, alkalines, solvents, or insulation.
- If the insulating glass is attacked or effected by incompatible glazing materials including gaskets, blocks, tapes, sealants, lubricants or soaps.
- If the insulating glass is subject to faulty design or application, abnormal stresses from excessive vibration, movement or flexure in the glass framing or mounting system, or lack of adequate expansion and contraction provisions in the framing or mounting members, standing water or other liquids, and/or if the framing or mounting system does not completely repel moisture and remain resilient for the life of this warranty.
- If the insulating glass is installed in watercraft, solar collectors, pool enclosures, on roof or building tops, or in or on refrigeration products.
- If the insulating glass is exposed to excessive heat, pressure, force, and/or humidity including extreme or violent weather conditions.
- If the insulating glass is damaged or altered by delivery, handling, storage, fabrications, installation, cleaning or incompatible cleaning fluids, or maintenance contrary to our instructions and/or industry standards as promulgated and accepted in the industry, including, but not limited to those industry standards of GANA Glass Association of North America and its subdivisions, SIGMA Sealed Insulating Glass Manufacturers Association; and AAMA American Architectural Manufacturers Association or equivalent.
- If the edges of the insulating glass specified as captured in framing are exposed or captured by less than the minimum bite. **The warranty is VOID if a NON-STRUCTURAL SEAL such as EDGETECH 'Super Spacer® Premium' or 'Super Spacer® Premium-Plus' backed by HOT-MELT-BUTYL is installed in a STRUCTURAL glazing system where one or both SEAL FACES are exposed to DIRECT VIEW. Installation in PARTIAL-CAPTURE and/or STRUCTURAL glazing systems (SSG) must incorporate a STRUCTURAL SEAL such as TRUSEAL 'Microseal™ DS' or EDGETECH 'Super Spacer® Tri Seal' backed by a secondary STRUCTURAL SILICONE sealant.**
- If the insulating glass is exposed to extreme altitude without provision for insertion of a breather tube, or if the insulating glass has a breather tube which has not been crimped twice with pliers and bent downwards upon arrival or if the tube has been twisted, cut, or pulled out.
- If all or part of the insulating glass is covered by paper, paint, signs, or similar products, or the gluing or attachment of applied films, that trap heat and/or cause increased temperatures or thermal stresses on the insulating glass.
- If the insulating glass was destroyed, discarded, rejected, stolen, vandalized, or effected by criminal, terrorist, or military activity.
- If the insulating glass was made at no charge, sold as a sample, credited, not paid for in full, or billed on an invoice where all or part of the payment was refused by the customer and/or permanently classified as uncollectable in our accounting system.

EXCEPT FOR THE EXPRESS WARRANTY DESCRIBED ABOVE, PRECISION GLASS BENDING MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES AND THERE ARE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR COMMERCIAL VIABILITY WITH RESPECT TO THE insulating GLASS OR ANY PART OR COMPONENT THEREOF AND NO WARRANTY SHALL BE IMPLIED BY OPERATION OF LAW OR OTHERWISE. THIS WARRANTY SUPERSEDES ANY ORAL, OR WRITTEN, WARRANTIES, OR REPRESENTATIONS MADE OR IMPLIED BY ANY OF PRECISION GLASS BENDING EMPLOYEES OR REPRESENTATIVES OR PRECISION GLASS BENDING BROCHURES, PAMPHLETS, MANUALS, LITERATURE, CORRESPONDANCE, SALES OR PROMOTIONAL LETTERS, QUOTATIONS, ESTIMATES, INVOICES, OR OTHER MATERIAL.