

LAMINATED SAFETY GLASS LIMITED WARRANTY STATEMENT

During a **period of (10) years** from the date of manufacture, each lite or unit of laminated safety glass manufactured or fabricated, hereinafter referred to as laminated glass, by *Precision Glass Bending Corporation*, hereafter referred to as *Precision Glass Bending*, is warranted to its immediate customer only, not the recipient of laminated glass through resale, re-branding, nor any ultimate or implied intended user of said laminated glass and subject to the terms and conditions of this *Laminated Safety Glass Limited Warranty*, hereinafter referred to as warranty, not to contain manufacturing defects resulting in de-lamination or discoloring of the interlayer that materially obstructs vision through the glass surfaces.

By purchase or receipt of laminated glass from *Precision Glass Bending*, the customer acknowledges that specifically excepted from this warranty is slight color variations which may be found in, or result in the laminated glass or the laminated glass components including, but not limited to, the clear lamination, colored lamination, lamination chemical pigmentation, clear laminated glass and colored laminated glass, as such laminated components and laminated glass may fade over a period of time due to variations in the lamination components and laminated glass components.

In all cases, in the event the laminated 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 fob the shipping point, 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 laminated glass beyond the warranty period applying to the original laminated glass. *Precision Glass Bending* reserves the right to inspect any laminated glass product, 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 a laminated glass unit or lite 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 laminated glass which 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 laminated glass replacement lite or unit, beyond the period covering the original laminated glass lite or unit. *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:

- 1) If the glass surfaces or panes are broken, chipped, and/or fractured.
- 2) If the laminated glass is subjected to standing water or other liquids or chemicals.
- 3) If the laminated glass product is damaged or altered by handling, delivery, storage, fabrications, installation, cleaning, or maintenance contrary to industry standards as promulgated and accepted in the industry, including, but not limited to those industry standards of GANA Glass Association of North America, which includes these former independent associations: FGMA, LSGA, and GTA; SIGMA Sealed Insulating Glass Manufacturers Association; IGMA Insulated Glass Manufacturers Assoc of Canada; NAAMM North American Assoc of Mirror Manufacturers; and AAMA American Architectural Manufacturers Assoc or equivalent.
- 4) If the laminated glass is subject to abnormal stresses from excessive vibration, movement or flexure in the glass framing or supports, mechanical pressure, or lack of adequate expansion and contraction provisions in the framing or support members.
- 5) If the laminated glass is attacked or effected by incompatible glazing lubricants, glazing soaps, incompatible glazing gaskets, glazing sealants, incompatible cleaning fluids, moisture or building runoff, gluing or attachment of non-*Precision Glass Bending* applied films, direct contact with paints, adhesives, solvents, or insulation, or exposure to solvent or chemical fumes.
- 6) If the laminated glass was destroyed, discarded, rejected, stolen, vandalized, or effected by criminal, terrorist, or military activity.
- 7) If the laminated 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.
- 8) If the laminated glass is installed in watercraft, solar collectors, on roof or building tops, or in or on refrigeration products.
- 9) If the laminated glass is installed in a manner which exposes the laminated glass to extreme and/or harsh weather conditions.
- 10) If the glass, resin, or adhesive interlayer of the laminated glass is cut or altered in any fashion, including, but not limited to, being sanded, cut, or effected with the assistance of flammable liquids either ignited or non-ignited.
- 11) If all or part of the laminated glass is covered with paper, paint, signs or any other products that trap heat and/or cause increased temperatures or thermal stresses on the laminated glass.
- 12) If the exposed edges of any laminated glass are not properly treated with *Precision Glass Bending* edge sealant every two (2) years from the date of the manufacture or fabrication of the laminated glass.

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 LAMINATED 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.

No employee, representative, or distributor of *Precision Glass Bending* is authorized to modify this warranty. No variation or change from this warranty will be binding upon *Precision Glass Bending* unless made in writing and signed by the President/CEO of *Precision Glass Bending*.