

## LIMITED WARRANTY STATEMENT LAMINATED SAFETY GLASS

### IMPORTANT NOTICE TO THE CUSTOMER

During a period of TEN (10) YEARS from the DATE OF FABRICATION, each piece of glass specifically identifiable by a permanent logo or certificate as a SAFETY LAMINATED GLASS fabricated by Precision Glass Bending, hereafter referred to as laminated glass, 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 Statement, hereinafter referred to as warranty, not to contain manufacturing defects resulting in MATERIAL OBSTRUCTION OF VISION CAUSED BY DELAMINATION OR DISCOLORING OF THE INTERLAYER DUE TO FAILURE OF THE LAMINATION INTERLAYER. By purchase or receipt of laminated glass from Precision Glass Bending, the customer acknowledges that specifically excepted from this warranty are 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 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 laminated glass beyond the warranty period applying to the original laminated glass. Precision Glass Bending reserves the right to inspect any laminated 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 a laminated 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 laminated 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 laminated glass replacement, beyond the period covering the original laminated 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 laminated glass or any of its component glass layers are broken, chipped, and/or fractured.
- If prohibited alterations are made to the laminated glass including any action that alters the interlayer, 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 laminated glass is attacked or effected by incompatible glazing materials including gaskets, blocks, tapes, sealants, lubricants or soaps.
- If the laminated 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 laminated glass is installed in watercraft, solar collectors, on roof or building tops, or in or on refrigeration products.
- If the laminated glass is installed in a manner which exposes the laminated glass to extreme and/or harsh weather conditions.
- If the laminated 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 laminated glass specified as captured in framing are exposed or captured by less than the minimum bite, or if exposed edges are not properly treated with an approved by the interlayer manufacturer edge sealant every TWO (2) years from the date of fabrication.
- If all or part of the laminated 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 laminated glass.
- If the laminated glass was destroyed, discarded, rejected, stolen, vandalized, or effected by criminal, terrorist, or military activity.
- 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.

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.