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GLASS GOVERNOR STANDARD TEN-YEAR LIMITED GLASS WARRANTY

Glass Governor of Atlanta (“Glass Governor”) Ten-year Limited Warranty (“Limited Warranty”)¹ applies to the following products set forth below for a period of ten (10) years from the date of manufacture:

1. **INSULATING GLASS (DUAL SEAL UNIT) LIMITED WARRANTY.** The Insulating Glass (Dual Seal Unit) shall be free of defective materials or workmanship, which result in visible fogging or moisture residue formation on internal glass surfaces due to failure of the insulating glass seal under normal conditions.
2. **LAMINATED GLASS LIMITED WARRANTY.** The standard two-ply Laminated Glass shall be free of defective materials or workmanship, which result in delamination under normal conditions, excluding glass-polycarbonate laminates.
3. **CERAMIC FRIT SPANDREL, FRIT SILK-SCREENED, AND DIGITALLY PRINTED INK GLASS LIMITED WARRANTY.** Ceramic Frit Spandrel, Frit Silk-Screened, and Digitally Printed Ink Glass shall be free of defective materials or workmanship, which result in visible peeling or cracking of the ceramic materials under normal conditions.
4. **HIGH-PERFORMANCE COATINGS LIMITED WARRANTY.** Glass Governor warrants to facilitate a resolution of valid claims for defective materials or workmanship against the glass manufacturer who applied the high-performance coating, which result in peeling or cracking of the high-performance coating when glazed as a component of a dual seal insulating glass unit with the coating oriented to the interior airspace under normal conditions.
5. **HEAT-TREATED GLASS LIMITED WARRANTY.** Heat-Treated Glass (tempered and heat-strengthened) shall meet the requirements of ASTM C1048 under normal conditions. Heat-soaked tempered glass is covered under a separate express limited warranty and is excluded from this Limited Warranty. A separate Heat-Soaked Tempered Glass Warranty is offered when heat-soak testing is requested prior to the fabrication of the glass.

¹ The Additional Terms and Conditions contained on the following pages are hereby expressly incorporated into Glass Governor’s Limited Warranty.

**ADDITIONAL TERMS AND CONDITIONS INCORPORATED INTO GLASS GOVERNOR'S STANDARD TEN-YEAR LIMITED
GLASS WARRANTY**

If, within ten (10) years from the date of manufacture, any glass provided to Purchaser breaches the Limited Warranty relating to the products listed above, Glass Governor, shall either (a) furnish the purchaser with a replacement product, F.O.B. the Glass Governor plant supplying the replacement, or (b) refund the original purchase price which the purchaser paid for the failed product. If Glass Governor elects to supply a replacement, the Limited Warranties shall extend only for the balance of the original Limited Warranty period of the failed product. Glass Governor shall have the sole right to determine whether such glass shall be replaced.

SUBMITTING A CLAIM

Every claim for breach of this Limited Warranty shall be void unless: (1) it is provided to Glass Governor in writing and dated by post-mark or electronically within thirty (30) business days of the date the defect was discovered or should have reasonably been discovered, (2) it includes copies of the applicable invoices or sales orders, (3) Glass Governor is given a reasonable opportunity to inspect the alleged defective glass and its installation at the site, and (4) it is received by Glass Governor within ten (10) years from the date of manufacture. All claims shall be directed to the operating location which sold (invoiced) the product suspected of being defective.

EXCLUSIONS

Glass Governor expressly disclaims responsibility for, and Glass Governor's Limited Warranty does not cover, the following: (i) any damage to any product caused by, or results from, improper installation, including any installation not performed in a good and workmanlike manner in accordance with industry standards and the Glass Association of North America (GANA) Glazing Manual, NGA/GANA Proper Procedures for Cleaning Architectural Glass Products bulletin, and other NGA/GANA documents, applicable shop drawings, ordinances and safety codes; (ii) improper cleaning and maintenance; (iii) storage in other than a good and workmanlike manner; (iv) abuse; (v) damage or breakage caused by persons other than employees or agents of Glass Governor while being handled, installed, shipped, glazed or used; (vi) damage or breaks, including scratches, occurring during construction or cleaning; (vii) damage or breakage caused by improper building design or construction; thermal breakage; (viii) building or foundation movement; (ix) use upon the product of any cleansing or treating agents; (x) any metal, plastic, or other scraping tools; (xi) atmospheric pollutants or contaminants, or runoff; (xii) leachate from building components; (xiii) use of the product with incompatible glazing or other materials; (xiv) or use of the product for purposes not considered suitable therefore by the glass industry or, in its sole discretion, by Glass Governor. No warranty is provided in respect of any damage to or failure caused by any of the foregoing.

Glass Governor provides no warranty for any product shipped outside the United States and Canada. **THE WARRANTIES IN THIS LIMITED WARRANTY ARE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCTS IDENTIFIED ABOVE. THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCTS SUPPLIED BY GLASS GOVERNOR, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED, AND GLASS GOVERNOR SHALL HAVE NO LIABILITY THEREFORE, NOTWITHSTANDING (1) OLDCASTLE'S ACTUAL KNOWLEDGE OF ANY INTENDED USE OF THE PRODUCTS, OR (2) ANY ADVICE OR REPRESENTATION THAT MAY HAVE BEEN RENDERED BY OLDCASTLE CONCERNING THE DESIGN, MANUFACTURE, FABRICATION, SALE USE, INSTALLATION, OR PROVISION OF THE PRODUCTS.**

IN NO EVENT SHALL GLASS GOVERNOR BE RESPONSIBLE FOR ANY COSTS, EXPENSES, OR DAMAGES RELATED TO REPLACING NONCONFORMING OR DEFECTIVE PRODUCTS (INCLUDING, BUT NOT LIMITED TO, LABOR, MATERIAL, OTHER EXPENSES OR DAMAGES INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, OR OTHER DAMAGES OR COSTS), OTHER THAN AS SPECIFIED IN THIS PARAGRAPH. GLASS GOVERNOR RESERVES THE RIGHT TO INSPECT ANY PRODUCT THAT IS ALLEGED TO BE DEFECTIVE.

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 Glass Governor's prior written consent, which may be withheld entirely in its discretion, and any attempted assignment without such prior written consent shall void this Limited Warranty.