

## Limited Warranty

(A) **Dlubak Specialty Glass Corporation** (referred to as **DSGC**) warrants to the original purchaser only that the work performed by it as specified on the sales order will be free from defects in workmanship for the specified warranty period from date of completion of the work performed by DSGC; provided, however, buyer must notify DSGC of any defect within the specified warranty period. Dlubak will repair or replace the defect in workmanship covered under this limited warranty, or may, at its sole option, refund the amount paid by buyer with respect to the defective work. Seller warrants its terms and conditions supersede all Purchaser requests for variations, unless Seller accepts such variations in writing prior to manufacturing and shipment of materials.

(B) DSGC warrants all laminating work against de-lamination for a period of five (5) years from date of manufacture, provided, however, buyer must notify DSGC of any defect within the warranty period. DSGC will repair or replace the defect in lamination covered under this limited warranty, or may, at its sole option, refund the amount paid by buyer with respect to the defective work.

(C) DSGC warrants all insulating work against moisture and condensation within the air-space, due to seal failure, for a period of five (5) years from date of manufacture, provided, however, buyer must notify DSGC of any defect within the warranty period. DSGC will repair or replace the defect in insulating covered under this limited warranty, or may, at its sole option, refund the amount paid by buyer with respect to the defective work. Insulated glass warranty does not apply to any IG unit installed in water craft, land vehicles, trailers, swimming pools, solar collectors, commercial refrigeration products, zoos, or structural (butt joined or flush) glazing. Insulated (IG) units warranty will be void if IG units supplied with breather tubes are not sealed within sixty days from manufacture.

(D) Any architectural laminated glass, security or hurricane glazing products, glass-clad or laminated polycarbonate products or insulated units glazed by materials which do not completely repel water for the life of the warranty, or with materials which do not remain resilient for the life of the warranty, or with materials that deteriorate the architectural laminated glass, security hurricane glazing products, glass-clad or laminated polycarbonate products or insulated units will not be covered by the warranty.

(E) If any workmanship is not in compliance with this limited warranty or any other implied warranty, the liability of DSGC is limited to repair or replace of the defective product or refund of the amount paid, in the sole discretion of DSGC. The remedy of repair, replacement or refund is the exclusive remedy available to the buyer. DSGC shall not be liable for the loss of profits, loss of use of any product, loss of time, cost of capital, cost of substitute materials, inconvenience, cost of installation, cost of labor, cost of freight or delivery of replacements, commercial loss or any other indirect, special, incidental or consequential economic damages based upon breach of this limited or any applied warranty, breach of contract, negligence, strict tort or any other legal theory. Liability under any warranty by Seller is limited to the replacement of the material only and this includes replacement of the architectural laminated glass, security or hurricane glazing, glass-clad or laminated polycarbonate products or insulated units without charge, FOB Blairsville, PA.

(F) DSGC assumes no responsibility for glass breakage; product failure due to acts of GOD; abnormal weather conditions; unreasonable or improper use, abuse or handling; improper installation, mounting or fastening; abrasions or scratches to product; improper maintenance, cleaning or damage due to solvents, cleaners, acids, alkalis, or any chemical used on or around the Product; incompatibility with gaskets, setting blocks, sealants, coatings, lubricants or any other materials; faulty building construction or design; or improper handling or storage; provided, however, that defects in materials may be warranted separately by the manufactures of such materials. **The DSGC product(s) must be installed per the DSGC / GANA glazing manual guidelines and maintained per DSGC or other product cleaning information or this warranty is void.**

(G) DSGC reserves the right to inspect any product which is alleged to be defective. Buyer must provide access to product at Dlubak's convenience.

(H) This warranty applies only to products paid in full.

(I) This warranty is in lieu of any other warranties, expressed or implied, as to merchantability, fitness for a particular purpose, or any other end purpose or use and there are no warranties that extend beyond the description on the face hereof. Buyer shall assume all risk and liability for results obtained by use of the products whether singly or in combination with other materials or products.

(J) If the product is found to be defective within this limited warranty, and the product is repaired or replaced, the warranty of the repaired or replaced product shall be limited in duration to the remainder of the warranty period of the original product.

(K) DSGC assumes no responsibility for damage in transit. The buyer is responsible for processing any and all freight claims.

(L) This limited warranty is to the original purchaser and is not transferable.

(M) DSGC is not to be held liable for damages or expenses due to the following: Late delivery of raw materials, manufacturing delays, defective or broken products (except to extent of express warranty), internal errors, improper handling or negligence by buyer, delays due to strikes, fires, delay of carriers, priorities of the government or any department thereof, natural disasters, acts of God or acts that are unavoidable and beyond the control of Dlubak Specialty Glass Corporation.

(N) To make a claim on this limited warranty, buyer should contact DSGC. Buyer should retain the sales order to establish the date of purchase. If buyer has questions regarding this limited warranty, buyer may call or write to:

Dlubak Specialty Glass Corporation, PO Box 510, Blairsville, PA 15717 Phone: (724) 459-9540

(O) Neither a representative or agent of DSGC, nor any third party has the authority to change or modify this limited warranty in any respect, nor to assume any other obligation or liability on behalf of DSGC. This limited warranty is limited to the continental United States and shall be governed by, and construed in accordance with, the law of Indiana County of the State of Pennsylvania.