Limited Warranty Statement

Laminated Glass

During a period of five (5) years starting on the date mentioned at the end of this document, each Laminated Glass made with composite lites containing EVA/SGP/PVB laminated safety glass, hereinafter referred to as "Laminated Glass" manufactured by "A3 Glass Fabricator" (hereinafter referred to as "the supplier"), is warranted only to its immediate customer, mentioned at the end of this document , (hereinafter the "Customer"), and not the recipient of Laminated Glass through resale, re-branding, nor any ultimate or implied user of said Laminated Glass and subject to the terms and conditions of this Limited Warranty Statement (hereinafter referred to as "Warranty") not to contain manufacturing defects resulting in de-lamination, peeling, cracking, deterioration or discoloring of the interlayer that materially obstructs vision through the glass surfaces when used as intended and under normal conditions.

PRODUCT LIABILITY

By purchase or receipt of Laminated Glass from the supplier, the Customer acknowledges that the supplier is the fabricator of the Laminated in compliance with all regular and known industry standards and tolerances. Customer also acknowledges that specifically Glass, and that the materials and products used in their manufacture are stated to be new, free of defects and excepted from this Warranty are those dimensional, radial, edge and color tolerances that have previously been agreed upon in the tolerance sheet(s) including, but not limited to any of the interlayer components, the lamination, and the glass. As a remedy, however, any and all claims resulting from alleged or perceived product noncompliance shall be made sent in writing to the supplier within the following 3 business days after discovery of the alleged along with a copy of the original product invoice duly paid to the supplier. After reception of Customer's written claim, the supplier shall refer such claim(s) to the original third-party suppliers' original warranties and be dealt with accordingly.

In all cases, in the event that the Laminated Glass fails to conform to this Warranty as described herein and above, the supplier's sole and only obligation for any breach of the Warranties contained herein shall be limited to the replacement of the defective Laminated Glass original place of purchase or a refund of the actual purchase price paid by the Customer, as the supplier shall in its sole and exclusive discretion determine appropriate under the circumstances. In no case shall the supplier be liable for any special, incidental, or consequential costs and/or damages based upon breach of Warranty, breach of contract, negligence, strict tort, or any other legal theory (hereinafter referred to as the "Excluded Damages"). Such Excluded Damages include, but are not limited to, associated labor cost, loss of profits, loss of savings or revenue, loss of use or loss of any associated equipment, loss of building contents, cost of capital, cost of any substitute equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property.

SPECIFIC LIMITATIONS

This Warranty does not apply to replacement of Laminated Glass beyond the warranty period applying to the original units. The supplier reserves the glazing system, installation or fabrication location. Failure to provide the supplier with forty-five (45) business days the right to inspect any Laminated Glass, which is alleged to be defective prior to their removal from written notice to provide the opportunity to inspect any alleged defect in a Laminated Glass as contemplated under this Warranty will automatically result in the supplier having no liability under this Warranty.
This Warranty does not apply to or cover any Laminated Glass replacement piece or Laminated Glass beyond the period covering the original Laminated Glass.

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The supplier will not be liable for any expenses involved in the removal of, or the installation of any replacement Laminated Glass, nor any other special, incidental or consequential damages or back charges from third parties should the supplier elect to replace any defective Laminated Glass. Further, the Warranty of the replacement Laminated Glass will be limited to the remainder of the Warranty period of the original
Laminated Glass. The supplier shall not be liable to any person or entity for indirect, special, incidental, or consequential damages or charges for any reason. The supplier expressly assumes no responsibility for glass breakage by any reason.

In addition, should any of the following events or conditions occur, the supplier will have no liability under this Warranty:

- Delays in delivery due to causes beyond its reasonable control including, but not limited to, acts of nature, acts of government, labor disputes, delays in transportation and delays in delivery or non-delivery by the supplier's suppliers.

- Product failure or damage due to improper handling, delivery, storage, fabrications, installation, cleaning and maintenance contrary to the supplier's recommendations and /or those standards as accepted in the industry, including, but not limited to various industry organizations such as: GANA, FMGA, LSGA, SIGMA, IGMA, NAAMM, AMA or equivalent.

- If de-lamination occurs within an area around the edges of up to 3/8"

- 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-the supplier applied films, direct contact with paints, adhesives, solvents or insulation or exposure to solvent or chemical fumes.

- If any part of the glass panes in the Laminated Glass, whether individually or in totality are broken, destroyed, chipped, scratched, fractured and/or cracked, discarded, rejected, stolen, vandalized, or effected by any cause, whether known or unknown, including but not limited to events of spontaneous breakage or acts of purposeful breakage that could result from either regular and normal use or from careless and improper handling and use. The supplier expressly assumes no responsibility for glass breakage by any cause.

- If the Laminated Glass was installed in an improper, careless and/or reckless manner which would expose them to extreme and/or harsh weather conditions beyond their intended purpose.

- If the Laminated Glass is subjected to standing water, or other liquids or chemicals.

- If the Laminated Glass was made at no charge, sold as a sample, credited, not paid in full, or billed on an invoice where all or part of payment was refused by the customer and/or permanently classified as uncollectible in our accounting system.

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• If the Laminated Glass is subject to excessive and/or abnormal stresses from faulty or improper installation, or use of excessive force during wrong direction, or should the laminated Glass endure excessive vibration, movement or flexure in the glass framing or installation, or should the Laminated Glass be installed upside down, or backwards, or facing the supports, mechanical pressure, or lack of adequate expansion and contraction provisions in the framing support members.

•If all or part of the Laminated Glass is covered with paper, foils, metals, paint, signs or any other products that trap heat and/ or cause increased temperatures or thermal stresses on the Laminated Glass.

• If the defect that is being seen falls within the allowable limits of the Standard specifications and Tolerance sheet. Except for the expressed and there are no expressed or implied warranties, and there are no warranties of merchantability, fitness for a particular Warranty described above, the supplier makes no other warranties or representations of any kind 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. No employee, representative or distributor of the supplier is authorized to modify Warranty or to grant additional or different warranties.

This Warranty supersedes any oral, or written, warranties, or representations made or implied by any of the supplier's employees or representatives or the supplier brochures, pamphlets, manuals, literature, correspondence, sales or promotional letters, quotations, estimates, invoices, or other material. This Warranty may not be transferred or assigned.

For any additional information or for any questions, please contact our Customer Service Team.

Date: _____

Customer: _____

Project Name: _____

Substantial Date of Completion: _____

A3 Glass Fabricator Authorized Signature: _____

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