

## **TEMPERED AND HEAT STRENGTHENED GLASS STANDARD LIMITED WARRANTY**

Viracon warrants its Tempered and Heat Strengthened glass to meet the requirements of ASTM C-1048 **for a period of ten (10) years from the date of manufacture.**

In the event that Viracon's Tempered or Heat Strengthened glass unit is found and verified by Viracon to be defective, Viracon will replace the Tempered or Heat Strengthened glass without charge, FOB nearest shipping point to the place of installation or, at Viracon's option, refund the purchase price of the glass. In no event will Viracon's liability exceed the purchase price of the glass. If Viracon elects to replace the defective glass, Viracon will not be liable for any other expenses, including, but not limited to, removal of the defective unit, installation of replacement units, any labor, materials, and/or any other damages, including incidental, indirect, special, or consequential damages. Further, the warranty of the replacement glass will be limited to the remainder of the warranty period of the original tempered and/or heat strengthened glass.

Viracon expressly assumes no responsibility for and this warranty does not cover the following: glass breakage; product failure due to improper usage; product failure due to improper handling, loading, unloading or storage; incompatibility with other glazing or installation materials, including, but not limited to, coatings, sealants, gaskets, setting blocks, lubricants, insulation or any other materials; faulty installation or building construction; damage caused by water not attributable to the Viracon product; failure to adhere to Viracon's instructions regarding installation and/or maintenance of the unit, including written proof of routine maintenance (consult Glass Association of North America Glazing Manual); improper design; errors in provided specifications; scratches or abrasions to the product; abnormal weather conditions; or damage caused by cleaners, solvents, acids, alkalis or any other chemicals used on or around the products. Viracon reserves the right to inspect, in the field, any tempered and heat strengthened glass that is alleged to be defective.

The purchaser's exclusive remedy is limited to the legal remedies described in this warranty. Viracon will not be liable for any incidental or consequential damages of any kind. Viracon's warranty will be void in the event that full payment is not received for goods and services within the agreed upon terms of sale. **VIRACON MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** This warranty may only be modified upon written approval of Viracon's President or Vice President(s). Any inquiries on these warranties or defective items should be directed to:

**Viracon Sales Department, 800 Park Drive, Owatonna, MN 55060 Phone: (507) 451-9555**

Project Name: \_\_\_\_\_

Project Number: \_\_\_\_\_

For Viracon, Inc.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

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