



HEAT SOAKED TEMPERED GLASS STANDARD LIMITED WARRANTY

Viracon warrants its Heat Soaked Tempered glass to not break spontaneously as a result of Nickel Sulfide (NiS) inclusions at a rate exceeding 0.3% (3/1000) **for a period of ten (10) years from the date of manufacture.**

DISCLAIMERS, EXCLUSIONS, LIMITATIONS, AND ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO VIRA CON'S LIMITED WARRANTY

In the event that Viracon's Heat Soaked Tempered glass does break in excess of the 0.3% rate as a result of a verifiable NiS inclusion, Viracon will replace the broken Heat Soaked Tempered glass without charge, FOB nearest shipping point to the place of installation and pay for the costs of reasonable market replacement labor (not to exceed 5 times the original "finished unit" selling price). Viracon will not be responsible for any other expenses or costs, including, but not limited to, incidental, indirect, special or consequential damages. In no event shall Viracon's liability exceed the replacement costs, including reasonable labor, of the glass. The warranty of the replacement glass will be limited to the remainder of the warranty period of the original Heat Soaked Tempered glass.

Viracon expressly assumes no responsibility for, and Viracon's Heat Soaked Tempered Glass Warranty does not cover, glass breakage not attributable to NiS inclusion beyond 0.3%; or the following: 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, alkalies or any other chemicals used on or around the product. Viracon reserves the right to inspect, in the field, any Viracon product that is alleged to be defective.

The purchaser's exclusive remedy is limited to the legal remedies described in Viracon's Heat Soaked Tempered Glass Warranty. Viracon will not be liable for any incidental or consequential damages of any kind. Viracon's Heat Soaked Tempered Glass Warranty will be void in the event that full payment is not received for goods and services within the agreed upon terms of sale. **VIRA CON MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Viracon's Heat Soaked Tempered Glass Warranty may only be modified upon written approval of Viracon's President or Vice President(s).

Notice of a claim under Viracon's Heat Soaked Tempered Glass Warranty must be provided to Viracon in writing within 90 days of discovery of the facts giving rise to the claim and should be directed to:

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