

VIRACON'S STANDARD TEN-YEAR LIMITED WARRANTY

Viracon's Standard Ten-Year Limited Warranty ("Limited Warranty") applies to the Viracon products listed below manufactured after the effective date.** The provisions on page 2 are incorporated into Viracon's Limited Warranty.

TEMPERED AND HEAT STRENGTHENED GLASS

Viracon warrants its tempered and heat strengthened glass to meet the requirements of ASTM C1048 for a period of ten (10) years from the date of manufacture.

DIGITALDISTINCTIONS TM CERAMIC INK DIGITAL PRINT, VIRASPANTM CERAMIC FRIT SILKSCREENED AND SPANDREL GLASS

Viracon warrants its DigitalDistinctions ceramic ink digital print, Decorative Silkscreened and Spandrel Glass with a ViraspanTM ceramic frit coatings **for a period of ten (10) years from date of manufacture** against defective materials or workmanship which could result in peeling, cracking or deterioration of the ceramic ink or frit under normal conditions.

HIGH-PERFORMANCE COATED GLASS

Viracon warrants its high-performance coated glass for a period of ten (10) years from the date of manufacture against defective materials or workmanship which could result in peeling, cracking or deterioration in the metallic coating greater than 1/8 inch into the viewing area under normal conditions.

INSULATING GLASS UNIT (DUAL SEAL UNIT)

Viracon warrants its dual seal insulating glass for a period of ten (10) years from date of manufacture against defective materials or workmanship which result in fogging or moisture residue formation on internal glass surfaces due to failure of the insulating glass seal.

INSULATING GLASS STRUCTURAL GLAZING

Viracon warrants that the structural bond between the glass substrates of Viracon insulating glass units will not fail adhesively or cohesively as a result of defective materials or workmanship when installed in accordance with Viracon application recommendations. Viracon's warranty shall be **for a period of ten (10) years from the date of manufacture**. The structural glazing system designer is responsible for design of the structural glazing support system including structural silicone joint dimension (glass to metal support). Viracon assumes no responsibility for adhesive or cohesive failure of structural silicone seals resulting from incompatible structural or weather sealants, incompatible materials (setting blocks/glazing gaskets), improper use or handling, faulty installation or faulty building construction or design.

STRUCTURAL GLAZING OF METAL EXTRUSIONS

Viracon warrants that the structural bond between the aluminum extrusion and glass substrate will not fail adhesively **for a period of ten (10) years from the date of manufacture** as a result of defective materials or workmanship when installed in accordance with Viracon application recommendations. The structural glazing system designer is responsible for the design of the system including the structural silicone joint dimension (glass to extrusion) and the compatibility of any finishes applied to the metal extrusions.

LAMINATED GLASS AND LAMINATED GLASS SLOPED GLAZING

Viracon warrants its laminated glass for a period of ten (10) years from the date of manufacture against defective materials or workmanship that results in delamination.

** Viracon's Standard 10-Year Limited Warranty does not cover the following products or processes – heat soaking of tempered glass, HRG or glass clad polycarbonates.

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<u>DISCLAIMERS, EXCLUSIONS, LIMITATIONS, AND ADDITIONAL TERMS AND CONDITIONS</u> APPLICABLE TO VIRACON'S LIMITED WARRANTY

In the event that a Viracon product is found and verified by Viracon to be defective under the Limited Warranty, Viracon will replace the product 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 glass.

Viracon expressly assumes no responsibility for and Viracon's Limited 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, alkalies or any other chemicals used on or around the products. 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 Limited Warranty. Viracon will not be liable for any incidental or consequential damages of any kind. Viracon's Limited 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. Viracon's Limited Warranty may only be modified upon written approval of Viracon's President or Vice President(s).

Notice of a claim under Viracon's Limited 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

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