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VIRACON'S STANDARD FIVE-YEAR LIMITED GLASS CLAD POLYCARBONATE WARRANTY

Viracon's Standard Five-Year Limited Warranty ("Limited Warranty") applies to Viracon products manufactured with glass clad polycarbonate as set forth below.

Viracon warrants its glass clad polycarbonate units for a period of five (5) years from date of manufacture against defective materials or workmanship which result in delamination.

DISCLAIMERS, EXCLUSIONS, LIMITATIONS, AND ADDITIONAL TERMS AND CONDITIONS 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**