



GLASS AND METAL CRAFT INSULATED GLASS WARRANTY

Glass and Mirror Craft ("Seller") warrants to the purchaser ("Buyer"), subject to the terms and conditions of this 10 Year Insulated Glass Limited Warranty ("Warranty"), that during a period of ten (10) years from the date of manufacture (the "Warranty Period"), insulated glass units ("Goods") manufactured by Seller will not develop material obstruction of vision as a result of dust or film formation on the internal glass surface caused by any failure of the hermetic seal. In the event that Goods fail to conform to the standards described above, Seller must be notified in writing of such failure at the plant from which the purchase was made. During the Warranty Period, Seller shall, as Buyer's sole and exclusive remedy for such failure, provide Buyer F.O.B. Seller's shipping point a replacement for such defective Goods. LABOR COSTS ARE NOT COVERED BY THIS WARRANTY.

This Warranty does not apply to any replacement Goods beyond the Warranty Period applicable to the original Goods. Seller reserves the right to inspect any Good which is alleged to be defective before its removal from the glazing system. If any of the following events have occurred, Seller will have no liability under this Warranty: (a) the Good's glass surface or panes are fractured or broken; (b) the good's seal is subjected to water or other liquids; (c) the good is damaged or altered by handling, storage or installation contrary to Seller's written instructions or industry standards (including, without limitation, FGMA, LGMA, SIGMA, IGMAC, GTA and AAMA); (d) the Good is attacked by incompatible glazing lubricants, glazing soaps, incompatible glazing gaskets, or glazing sealants, incompatible cleaning fluids, moisture or building runoffs, gluing or attachment of any films, direct contact with incompatible paints, adhesives, solvents or insulation, exposure to solvent and chemical fumes; (e) the Good has been discarded or destroyed; (f) breather tubes are not properly crimped in accordance with Seller's written instructions. Notwithstanding the foregoing, there is no Warranty Period for Goods with muntin bars.

EXCEPT FOR THE EXPRESS WARRANTY DESCRIBED ABOVE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES AND THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE GOODS OR ANY PART OF COMPONENT THEREOF AND NO WARRANTY SHALL BE IMPLIED BY OPERATION OF LAW OR OTHERWISE.

Seller's liability on all claims of any kind, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, for all losses or damages arising out of, connected with, or resulting from the Goods or the Contract between Seller and Buyer, will in no case exceed the price allocable to the specific Good that gives rise to the claim. The remedies contained in this Warranty constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under this Contract, whether of warranty or otherwise. In no event shall Seller be liable for incidental, consequential, or special damages, including, without limitation, lost revenues, profits, or recall expenses. No variation or change from this Warranty will be binding upon Seller unless made in writing and signed by an officer of Seller.