

$\frac{\text{VIRACON'S SPECIAL TWELVE-YEAR LIMITED VIRACON THERMAL SPACER (VTS^{\text{TM}})}{\text{INSULATING GLASS WARRANTY}}$

Viracon's Special Twelve-Year Limited Insulating Glass Warranty ("Special Limited Warranty") applies to Viracon products manufactured with Viracon's thermal spacer ("VTSTM") as follows:

VIRACON VTS INSULATING GLASS UNIT

Viracon warrants its VTS insulating glass units for a period of twelve (12) 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 VTS insulating glass seal.

VIRACON VTS 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.

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

In the event that a Viracon product is found and verified by Viracon to be defective under the Special 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 Special 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 Special Limited Warranty. Viracon will not be liable for any incidental or consequential damages of any kind. Viracon's Special 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