

VIRACON'S SPECIAL TWELVE-YEAR LIMITED WARRANTY

Viracon's Special Twelve-Year Limited Warranty ("Special Limited Warranty") applies to Viracon's Thermal Spacer ("VTS") as follows:

VIRACON THERMAL SPACER

Viracon warrants the bond between the glass substrates in Viracon's 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.

DISCLAIMERS, EXCLUSIONS, LIMITATIONS, AND ADDITIONAL TERMS AND CONDITIONS

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.

Structural glazing system designers are responsible for the design of any 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.

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, or unloading; product failure due to improper product storage or length; 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 (available within Viracon's Glazing Guidelines at www.viracon.com), 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 perform a field inspection of 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

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