

HEAT SOAKED TEMPERED GLASS STANDARD LIMITED WARRANTY

Viracon warrants its heat soaked tempered glass against spontaneous breakage because of nickel sulfide (NiS) inclusions in more than three lites of glass (within an insulating unit or monolithic composition) per project (the “Heat Soak Warranty Breakage Rate”) for a period of ten (10) years from the date of manufacture. Viracon's Heat Soak Tempered Glass Standard Limited Warranty includes the cost of replacement glass and reasonable installation costs as further described below.

DISCLAIMERS, EXCLUSIONS, LIMITATIONS, AND ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO VIRACON’S LIMITED WARRANTY

In the event that Viracon’s heat soaked tempered glass does break in excess of the Heat Soak Warranty Breakage Rate as a result of a verifiable NiS inclusion, Viracon will replace the broken heat soaked tempered glass without charge, FOB nearest shipping point to the place of installation and pay for the costs of reasonable market replacement labor (not to exceed 5 times the original “finished unit” selling price). Viracon will not be responsible for any other expenses or costs, including, but not limited to, incidental, indirect, special or consequential damages. In no event shall Viracon’s liability exceed the replacement costs, including reasonable market replacement labor, of the glass. The warranty of the replacement glass will be limited to the remainder of the warranty period of the original heat soaked tempered glass.

Viracon expressly assumes no responsibility for, and Viracon’s Heat Soaked Tempered Glass Warranty does not cover, glass breakage not attributable to NiS inclusions, or the following: product failure due to improper usage; product failure due to improper handling, loading, unloading or product storage and 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, alkalis or any other chemicals used on or around the product. 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 Heat Soaked Tempered Glass Warranty. Viracon will not be liable for any incidental or consequential damages of any kind. Viracon’s Heat Soaked Tempered Glass 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 Heat Soaked Tempered Glass Warranty may only be modified upon written approval of Viracon’s President or Vice President(s).

Notice of a claim under Viracon’s Heat Soaked Tempered Glass 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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