

VIRACON'S STANDARD TEN-YEAR FIRST SURFACE ENAMEL LIMITED WARRANTY

Viracon warrants its first surface enamel for a period of ten (10) years from date of manufacture against manufacturing defects that result in the abnormal deterioration of the first surface enamel under normal conditions. Abnormal deterioration means loss of adhesion of the first surface enamel. The term "normal conditions" as used herein does not include areas of heavy concentration of air pollution, exposure to extreme heat or cold, exposure to alkaline, acid rain or other runoff, coastline environments, or other areas of abnormal exposure. Even when exposed to normal conditions, it is likely that the appearance of Viracon's first surface enamel will change over time, and any such appearance changes, including fading or deviation of color, are not covered under, and are expressly excluded from, any Viracon warranty.

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, alkaline 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

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