

# Guarantee

## INSULATING GLASS WARRANTY

DURING A PERIOD OF (10) YEARS FROM DATE OF MANUFACTURE, INSULATING GLASS UNITS ("UNITS") MANUFACTURED BY EASTERN GLASS RESOURCES, INC. ARE WARRANTED, SUBJECT TO THE TERMS AND CONDITIONS OF THIS INSULATING GLASS WARRANTY ("WARRANTY") NOT TO 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, SUBJECT TO THE CONDITIONS DESCRIBED BELOW.

IN THE EVENT THAT UNITS FAIL TO CONFORM TO THE WARRANTY AS DESCRIBED ABOVE, EASTERN GLASS RESOURCES, INC. MUST BE NOTIFIED IN WRITING OF SUCH FAILURE. LIABILITY UNDER THIS WARRANTY FOR DEFECTIVE UNITS IS LIMITED, AT EASTERN'S EXCLUSIVE OPTION, TO EASTERN REPLACING SUCH UNITS WITHOUT CHARGE F.O.B. NEAREST SHIPPING POINT OF EASTERN TO PLACE OF INSTALLATION OR, IN THE ALTERNATIVE, A REFUND OF 100% OF EASTERN'S ORIGINAL SELLING PRICE FOR SUCH UNITS. LABOR COSTS ARE NOT COVERED BY THIS WARRANTY. THIS WARRANTY DOES NOT APPLY TO REPLACEMENT UNITS BEYOND THE WARRANTY PERIOD APPLYING TO THE ORIGINAL UNIT. EASTERN RESERVES THE RIGHT TO INSPECT ANY UNIT WHICH IS ALLEGED TO BE DEFECTIVE PRIOR TO ITS REMOVAL FROM THE GLAZING SYSTEM.

EASTERN'S LIABILITY SHALL BE LIMITED SOLELY TO ITS RESPONSIBILITIES UNDER THE WARRANTY. IN NO EVENT SHALL EASTERN BE LIABLE TO ANY PERSON OR ENTITY FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY REASON.

### CONDITIONS WHICH WILL VOID THE WARRANTY

IF ANY OF THE FOLLOWING EVENTS HAVE OCCURRED, EASTERN WILL HAVE NO LIABILITY UNDER THIS WARRANTY:

1. IF THE UNIT'S GLASS SURFACE IS BROKEN OR FRACTURED
2. IF THE UNIT'S SEAL IS SUBJECTED TO STANDING WATER
3. IF THE UNIT IS DAMAGED OR ALTERED BY HANDLING, STORAGE OR INSTALLATION CONTRARY TO EASTERN'S WRITTEN INSTRUCTIONS ATTACHED AND INCORPORATED BY REFERENCE OR INDUSTRY STANDARDS FGMA, SIGMA, IGMAC AND AAMA.
4. IF THE UNIT IS ATTACKED BY INCOMPATIBLE GLAZING LUBRICANTS, INCOMPATIBLE GLAZING GASKETS OR GLAZING SEALANTS, BUILDING RUNOFF, GLUING OR ATTACHMENT OF FILMS OR OTHER DIRECT CONTACT WITH PAINTS, ADHESIVES OR INSULATION.
5. IF THE UNIT IS INSTALLED IN WATER CRAFT, SKYLIGHTS, SWIMMING POOL ENCLOSURES, SOLAR COLLECTORS OR COMMERCIAL REFRIGERATION PRODUCTS.
6. IF THE UNIT HAS BEEN DISCARDED OR DESTROYED

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

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