

COATED GLASS LIMITED WARRANTY

During a period of ten (10) years from **date of manufacture**, Sun-Guard Solar Control Coated Glass ("Sun-Guard") manufactured by Guardian Industries Corp. or its subsidiaries ("Guardian") is warranted, to its immediate customer only, subject to the terms and conditions of this Limited Warranty ("Warranty"), not to develop peeling, cracking or deterioration in the metallic film. When the Sun-Guard coating is laminated with the coating facing the PVB, the warranty is five (5) years from **date of manufacture**.

In the event that the Sun-Guard product fails to conform to the Warranty as described above, Guardian must be notified in writing at the plant from which the purchase was made. Liability under this Warranty for defective Sun-Guard product is limited, as Guardian's exclusive option, to Guardian replacing such Sun-Guard product without charge F.O.B. nearest shipping point of Guardian to place of original delivery or, in the alternative, a refund of 100% of Guardian's original selling price for such Sun-Guard product. **Labor costs are not covered by this Warranty.** This Warranty does not apply to replacement Sun-Guard product beyond the warranty period applying to the original Sun-Guard. Guardian reserves the right to inspect any Sun-Guard product which is alleged to be defective prior to its removal from the glazing system, installation, or fabrication location.

Guardian's liability shall be limited solely to its responsibilities under the Warranty. In no event shall Guardian be liable to any person or entity for indirect, special, incidental or consequential damages of charges for any reason.

CONDITIONS WHICH WILL VOID THE WARRANTY

This Warranty is void under any of the following conditions:

- 1. The glass surface is broken or fractured.
- The Sun-Guard product is stored, processed, installed, cleaned, or otherwise handled contrary to Guardian's written instructions and incorporated by reference or to industry standards promulgated by GANA—Glass Association of North America, which includes these former independent associations: FGMA, LSGA, and GTA; IGMA—Insulating Glass Manufacturers Alliance; and AAMA— American Architectural Manufacturers Association, or equivalent.
- 3. The Sun-Guard product was discarded or destroyed before inspection by Guardian.
- 4. The seal on an insulated glass unit incorporating the Sun-Guard product has failed.

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

No variation or change from this Warranty will be binding upon Guardian unless made in writing and signed by an officer of Guardian.

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