

Project Name _____

Form # JEB110

**WINDUO Insulating Glass Units
LIMITED WARRANTY**

J. E. Berkowitz, L.P. (JEB), One Gateway Boulevard, Pedricktown, New Jersey, warrants that its WINDUO Insulating Glass Units will be free from material obstruction of vision as a result of dust or film formation on its internal glass surfaces caused by failure of the hermetic seal due to faulty manufacturing of the unit by JEB. JEB also warrants that the component lites, including coated glass, laminated glass and ceramic-fritted glass, used in the fabrication of the WINDUO Insulating Glass Unit will not peel and/or delaminate under normal weather conditions when assembled with the coated and/or fritted surface towards the airspace of the WINDUO Insulating Glass Unit and when such WINDUO Insulating Glass Units have been handled, stored, protected and installed according to JEB's instructions, and/or applicable GANA Glazing Manual instructions.

The limited warranty on WINDUO Insulating Glass Units installed in a vertical application shall extend for a period of ten (10) years from the date of substantial completion or eleven (11) years from the date of manufacture, whichever is earlier. This Limited Warranty shall only apply to units installed in North America, unless with prior approval, and units with a sloped application shall be limited to a five (5) year warranty period.

JEB MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING WINDUO INSULATING GLASS UNITS, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE OR ANY OTHER MATTER.

This limited warranty specifically excludes damage caused by others, including, but not limited to, improper usage, failure of WINDUO Insulating Glass Units due to faulty installation, building construction and/or design, improper handling, damage caused by abnormal weather conditions, cleaning solvents or other chemicals in contact with the glass, failure to follow JEB's instructions regarding WINDUO Insulating Glass Units installation and maintenance of the unit (refer to GANA Glazing Manual) or, unless otherwise agreed, installation of WINDUO Insulating Glass Units in sloped glazing.

In the event that the WINDUO Insulating Glass Unit fails to conform to this limited warranty as described above, JEB reserves the right to inspect the unit in the field or in the laboratory and will, at its sole option, furnish the purchaser with a replacement WINDUO Insulating Glass Unit with a prorated warranty period, F.O.B. Pedricktown, New Jersey, or make a full refund of the original purchase price of the unit. JEB will bear no other expense, such as labor costs of any kind associated with the removal and/or reinstallation of said unit. The purchaser's sole remedy in lieu of all incidental, special or consequential damages included in the event of negligence is limited to a refund or the purchasing of another unit as set forth above.

This limited warranty shall be governed by and construed and interpreted in accordance with the laws of the State of New Jersey without regard to principles of conflict of laws. Any dispute, action or proceeding arising out of or relating to this limited warranty shall be submitted to arbitration pursuant to the Construction Arbitration Rules of the American Arbitration Association (AAA), shall be venued in Salem County, New Jersey or the nearest AAA Facility to Salem County, New Jersey and shall be the parties' exclusive method of dispute resolution. Any objection, which may now or hereinafter exist to the laying of venue and/or jurisdiction as set forth above is hereby waived. The bringing of any suit, action or proceeding, which is not in conformance with the foregoing, shall void this limited warranty.

This limited warranty shall apply only after JEB receives full payment for the materials which are the subject thereof.

NO EMPLOYEE, REPRESENTATIVE OR DISTRIBUTOR OF JEB IS AUTHORIZED TO MODIFY THE TERMS OF THIS LIMITED WARRANTY.

J. E. Berkowitz, L.P.
Officer of Company

Date