



ITI Glass Limited Liability Warranty

ITI Glass (ITI) warrants its glass products to its immediate customer against defective materials or workmanship in accordance with the limitations, terms and conditions set forth below with respect to the specific product being purchased. ITI's Limited Liability Warranty is given only to Customers who purchase products directly from ITI Glass and is not for the benefit of any other party. ITI's warranty will be void in the event that full payment is not received for goods and services within the agreed upon terms of sale.

Notice of any warranty claim must be received by ITI Glass within the applicable warranty period for the specific product being purchased or the warranty claim will not be covered. ITI Glass' products are intended for installation and/or use by persons having the requisite skill and know-how to handle, install or use the product in accordance with instructions as published by the National Glass Association (NGA) and the Glass Association of North America (GANA). Failure to comply with NGA's/GANA published glazing standards voids the ITI Glass Limited Liability Warranty. Breakage is not covered under this warranty.

The ITI Glass Limited Liability Warranty is applicable only if the glass has been installed, handled, unloaded and stored in accordance with ITI's instructions. ITI reserves the right to have all glass reported as defective under this warranty field inspected by an ITI representative and/or have the allegedly defective material returned to ITI for inspection before any warranty claim is initiated.

In the event a product is found and verified by ITI to be defective and is otherwise covered under the terms of ITI's Limited Liability Warranty, ITI will replace the unit without charge, FOB nearest shipping point to the place of installation or, at ITI's option, refund the purchase price of the product. In no event will ITI's total aggregate liability exceed the purchase price of the product. If ITI elects to replace the defective product, ITI shall 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, or any other losses or damages of any nature whatsoever. The warranty of the replacement glass will be limited to the remainder of the warranty period of the original glass.

The Purchaser's exclusive remedy is limited to the legal remedies described in this document and, as may be further specified or limited, by ITI Glass' Terms and Conditions of Sale to the Customer.

ITI GLASS MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY SPECIFICALLY DISCLAIMED.

THE EXPRESS REMEDIES STATED IN THIS DOCUMENT, AS MAY BE FURTHER SPECIFIED OR LIMITED BY ITI GLASS' TERMS AND CONDITIONS OF SALE TO THE CUSTOMER, WILL BE THE EXCLUSIVE REMEDIES AVAILABLE TO CUSTOMER AGAINST ITI GLASS FOR ANY DEFECTS IN THE PRODUCTS SOLD IN CONNECTION WITH THESE DOCUMENTS OR FOR ANY DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ITI'S NEGLIGENCE. ITI WILL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, WHETHER FOR DEFECTIVE OR NONCONFORMING PRODUCTS, BREACH OR REPUDIATION OF ANY AGREEMENT, NEGLIGENCE, OR FOR ANY OTHER REASON.

TEMPERED AND HEAT STRENGTHENED GLASS

ITI Glass warrants its tempered and heat strengthened glass to meet the requirements of ASTM C-1048 for a period of 5

years from the date of manufacture.

ISPAN SPANDREL AND SILKSCREENED GLASS

ITI Glass warrants its ceramic frit and OPACI-COAT silicone coatings for a period of 10 years from the date of manufacture against defective materials or workmanship which results in peeling, cracking or deterioration of the ceramic frit or silicone coating under normal conditions.

HIGH PERFORMANCE COATED GLASS

ITI Glass warrants its SUNGATE®, SOLARBAN®, SOLARCOOL®, VISTACOOL® and ENERGY SELECT® high-performance coated glass for a period of 10 years from the date of manufacture against defective materials or workmanship which results in peeling, cracking or deterioration in the metallic coating greater than 1/8" into the viewing area under normal conditions.

INSULATING GLASS (fabricated with glass substrate < ¼" (nominal thickness))

ITI Glass warrants its insulating glass (IGU) for a period of 5 years from the date of manufacture against defective materials or workmanship which results in fogging or moisture residue formation on internal glass surfaced due to failure of the insulating glass seal. (see "the following circumstances VOID" (*) section below)

INSULATING GLASS (fabricated with glass substrate ¼" (nominal thickness) or greater)

ITI Glass warrants its insulating glass for a period of 10 years from the date of manufacture or from the date of substantial completion of a commercial job when specified at the time of quotation, however, in any event the period is not to exceed 11 years from date of manufacture against defective materials or workmanship which results in fogging or moisture residue formation on internal glass surfaced due to failure of the insulating glass seal.

*The following circumstances VOID our Insulated Glass Warranty:

- Product failure due to improper usage, handling, loading, unloading or storage
- When product is not installed in accordance with proper glazing techniques as outlined in the current edition of NGA or GANA's Glazing Manual and Sealant manual
- Installations where weep systems are not maintained to prevent accumulation of water
- When IGU's with capillary breather tubes are not installed and sealed according to ITI Glass instructions
- IGU's installed in a high moisture area, such as around a swimming pool or hot tub
- IGU's installed in butt-glazed situations without mechanical support on all 4 sides
- Any insulated glass unit with a non-glass product substrate
- IGU's with OPACI-COAT silicone paint applied to an inside surface of any Low-E insulated glass unit
- IGU's > 60 sf or any unit where the calculated center of glass deflection exceeds 1"
- IGU's containing a bent, notch, and/or hole.

LAMINATED GLASS

ITI Glass warrants its laminated glass products for a period of 5 years from the date of manufacture against defective materials or workmanship which results in edge separation and/or delamination which materially obstructs vision through the glass.

The following circumstances VOID our Laminated Glass Warranty:

- Product failure due to improper usage or improper handling, loading, unloading or storage
- The laminated glass is compromised by contact with incompatible glazing or glazing sealants, cleaners, or other damaging solvents or products
- When Portland or any other gypsum-based grout is used to set the laminated glass
- When weep systems are not maintained to prevent accumulation of water
- When exposed glass edge applications do not use Kuraray's SentryGlas® interlayer
- When the product is not installed in accordance with proper glazing techniques as outlined in the current published edition of NGA / GANA's Glazing Manual and Sealant manual