GLASSource Tempered Safety Glass Products

<u>LIMITED EXPRESS WARRANTIES</u> – GlasSource warrants to its original purchaser only subject to the following conditions and restrictions for the period of time set forth for each product:

<u>TEMPERED GLASS</u> – GlasSource warrants for a period of one year from the date of GlasSource's sale that its tempered glass will meet, at the time of sale, specifications as defined by ASTM Standards Specification for heat Treated Glass C 1048-90, Kind FT, Condition A and ANSI Z97.1-2009, CPSC 16 CFR 1201 Category II.

<u>CAUTION:</u> GlasSource tempered glass must not be modified or receive any fabrication such as grinding, drilling, sand blasting, etc., subsequent to tempering. Such modification or additional fabrication may seriously weaken the glass or impair its tempered characteristics and also VOIDS any GlasSource warranty provisions.

"It is recommended that tempered glass not be exposed to temperatures at or in excess of 400 degrees F for any sustained period of time. Such exposure can result in loss of temper, causing glass to fail to meet the above specifications and may further result in glass breakage."

- **EXPRESS WARRANTIES** GlasSource hereinafter warrants its products to its original purchaser only, subject to the following conditions and restrictions for the period of time set forth for each product.
- a) **FULLY TEMPERED GLASS** Glas*Source* warrants that it is fully tempered as defined by Federal Specification ASTM C **1048**-90 ANSI Z97.1-2009 and CPSC16 CFR 1201 Category II.
- b) This warranty shall be void under any of the following circumstances: If the glazing installation does not conform to the industry standards according to GANA/FGMA glazing manual; If the material has been abused or has not been stored and/or installed in a good workmanlike manner; or if the material is installed outside of the continental limits of the United States.

2) LIMIT ON REMEDIES IN THE EVENT OF FAILURE –

a.

1)

In the event any GlasSource product fails to perform as warranted. GlasSource sole responsibility and PURCHASER'S sole and exclusive remedy under any warranty, contract, negligence or other claim of liability shall be limited to a refund of GlasSource original selling price or, at GlasSource option, replacement of the product without charge F.O.B. the shipping point nearest the product's installation. In no event shall GLASSource be liable for: cost incurred in the removal of failed products, the installation of replacement products, or for any incidental or consequential damages incurred as non-personal injury losses. In the event a product is warranted, only for the remainder of the warranty period applicable to original product will remain.

- 3) UNWARRANTED PRODUCTS The only products covered by GLASSource warranties are set forth in Part 1 above. Products not expressly warranted by GlasSource (including glass breakage), are not covered by any warranty, either express or implied.
- 4) **DISCLAIMER OR IMPLIED WARRANTIES FOR ALL GLASSOURCE PRODUCTS** GLASSource disclaims all implied warranties, including the implied warranties of merchantability of fitness for a particular purpose. No distributor, GLASSource representative, agent or employee has the authority to alter or change a GLASSource product warrant either orally or in writing.
- 5) **NON-WAIVER** Waiver by Glas*Source* of a breach of any of the terms and conditions of this sale shall not be construed as a waiver of any other breach.
- 6) **ADDITIONAL INFORMATION** If you wish to obtain additional information or resolve questions concerning interpretation of any warranties of Glas*Source*, please write us at:

GLAS*SOURCE* 295 N. Beechtree St. Grand Haven, MI 49417