



LIMITED WARRANTY STATEMENT

Insulated Glass Units

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During a period of five (5) years starting on the date mentioned at the end of this document, each Flat and/or Curved Insulated Glass Unit (IGU), hereinafter referred to as "IGUs", by "Cristacurva LLC" (hereinafter referred to as "the supplier"), is warranted only to its immediate customer, mentioned at the end of this document, (hereinafter the "Customer"), and not the recipient of the IGUs through resale, re-branding, nor any ultimate or implied user of said IGUs and subject to the terms and conditions of this Limited Warranty Statement (hereinafter referred to as "Warranty") – not to contain manufacturing defects resulting in material obstruction of vision caused by dust collection, fogging, condensation or film formation on internal glass surfaces due to failure of the insulating glass seal, not to develop peeling, cracking or deterioration in the metallic film, that materially obstructs vision through the glass surfaces when used as intended and under normal conditions.

PRODUCT LIABILITY

By purchase or receipt of IGUs from the supplier, the Customer acknowledges that the supplier is the fabricator of the IGUs, and that the materials and products used in their manufacture are stated to be new, free of defects and in compliance with all regular and known industry standards and tolerances. Customer also acknowledges that specifically excepted from this Warranty are those dimensional, radial, edge and color tolerances that have previously been agreed upon in the tolerance sheet(s) including, but not limited to any of the interlayer components, the primary and secondary sealants, the lamination, and the glass. As a remedy, however, any and all claims resulting from alleged or perceived product non-compliance shall be made sent in writing to the supplier within the following 3 business days after discovery of the alleged along with a copy of the original product invoice duly paid to the supplier. After reception of Customer's written claim, the supplier shall refer such claim(s) to the original third-party suppliers' original warranties and be dealt with accordingly.

In all cases, in the event that the IGUs fail to conform to this Warranty as described herein and above, the supplier's sole and only obligation for any breach of the Warranties contained herein shall be limited to the replacement of the defective IGU FOB original place of purchase or a refund of the actual purchase price paid by the Customer, as the supplier shall in its sole and exclusive discretion determine appropriate under the circumstances. In no case shall the supplier be liable for any special, incidental, or consequential costs and/or damages based upon breach of Warranty, breach of contract, negligence, strict tort, or any other legal theory (hereinafter referred to as the "Excluded Damages"). Such Excluded Damages include, but are not limited to, associated labor costs, loss of profits, loss of savings or revenue, loss of use or loss of any associated equipment, loss of building contents, cost of capital, cost of any substitute equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property.



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SPECIFIC LIMITATIONS

This Warranty does not apply to replacement of IGUs beyond the warranty period applying to the original units. The supplier reserves the right to inspect any IGU, which is alleged to be defective prior to their removal from the glazing system, installation, or fabrication location. Failure to provide the supplier with forty-five (45) business days written notice to provide the opportunity to inspect any alleged defect in an IGU as contemplated under this Warranty will automatically result in the supplier having no liability under this Warranty. This Warranty does not apply to or cover any IGU replacement piece beyond the period covering the original IGUs.

The supplier will not be liable for any expenses involved in the removal of, or the installation of any replacement IGU, nor any other special, incidental or consequential damages or back charges from third parties should the supplier elect to replace any defective IGU. Further, the Warranty of the replacement IGUs will be limited to the remainder of the Warranty period of the original IGUs. The supplier shall not be liable to any person or entity for indirect, special, incidental, or consequential damages or charges for any reason. The supplier expressly assumes no responsibility for glass breakage by any reason or cause.

In addition, should any of the following events or conditions occur, the supplier will have no liability under this Warranty:

- Delays in delivery due to causes beyond its reasonable control including, but not limited to, acts of nature, acts of government, labor disputes, delays in transportation and delays in delivery or non-delivery by the supplier's suppliers.
- Product failure or damage due to improper handling, delivery, storage, fabrications, installation, cleaning and maintenance contrary to the supplier's recommendations and /or those standards as accepted in the industry, including, but not limited to various industry organizations such as: GANA, FMGA, LSGA, SIGMA, IGMA, NAAMM, AMA or equivalent.
- If the IGUs are attacked or effected by incompatible glazing lubricants, glazing soaps, incompatible glazing gaskets, glazing sealants, incompatible cleaning fluids, moisture or building runoff, gluing or attachment of applied films, direct contact with paints, adhesives, solvents, or insulation, or exposure to solvent or chemical fumes.
- If any part of the glass panes in the IGUs, whether individually or in totality are broken, destroyed, chipped, scratched, fractured and/or cracked, discarded, rejected, stolen, vandalized, or effected by any cause, whether known or unknown, including but not limited to events of spontaneous breakage or acts of purposeful breakage that could result from either regular and normal use or from careless and improper handling and use. The supplier expressly assumes no responsibility for glass breakage by any reason or cause.
- If the IGUs were installed in an improper, careless and/or reckless manner which would expose them to extreme and/or harsh weather conditions beyond their intended purpose.
- If the IGUs are subjected to standing water, or other liquids or chemicals.
- If the IGUs were made at no charge, sold as a sample, credited, not paid in full, or billed on an invoice where all or part of the payment was refused by the customer and/or permanently classified as uncollectible in our accounting system.



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- If the IGUs are subject to excessive and/or abnormal stresses from faulty or improper installation, or use of excessive force during installation, or should the Laminated Glass be installed upside down, or backwards, or facing the wrong direction, or should the IGUs endure excessive vibration, movement or flexure in the glass framing or supports, mechanical pressure, or lack of adequate expansion and contraction provisions in the framing support members.
- If all or part of the IGUs are covered with paper, foils, metals, paint, signs or any other products that trap heat and/or cause increased temperatures or thermal stresses on the IGUs.
- If the defect that is being seen falls within the allowable limits of the Standard Specifications and tolerance sheet.
- If the units experience failure due to excessive deflection caused by the wind load and the Customer did not specifically request in writing that the Supplier run calculations to verify glass deflection and spacer/sealant depth/thickness. If the Customer submitted specifications but did not specifically provide a written request for this service, the warranty will be void.

Except for the expressed Warranty described above, the supplier makes no other warranties or representations of any kind and there are no expressed or implied warranties, and there are no warranties of merchantability, fitness for a particular purpose, or commercial viability with respect to the IGUs or any part or component thereof and no warranty shall be implied by operation of law or otherwise. No employee, representative or distributor of the supplier is authorized to modify this Warranty or to grant additional or different warranties.

This Warranty supersedes any oral, or written, warranties, or representations made or implied by any of the supplier's employees or representatives or the supplier brochures, pamphlets, manuals, literature, correspondence, sales or promotional letters, quotations, estimates, invoices, or other material. This Warranty may not be transferred or assigned.

For any additional information or for any questions, please contact our Customer Service Team.

Customer:
Project name:
Warranty ID:
Warranty Starting Date: