

Accura Glass Bending Inc. Limited Warranty

For a period of 5 years from the date of receiving from Accura Glass, all laminated glass is warranted, to its immediate customer only, not the recipient of laminated glass through resale, re-branding, nor any ultimate or implied intended user of said laminated glass and subject to the terms and conditions of this Limited Warranty, not to contain manufacturing defects resulting in delamination or discolouring of the interlayer that materially obstructs vision through the glass surfaces. By purchase or receipt of laminated glass from Accura Glass, the customer acknowledges that specifically excepted from this warranty is slight color variations which may be found in, or result in the laminated glass or the laminated glass components including, but not limited to, the clear lamination, coloured lamination, lamination chemical pigmentation, clear laminated glass and coloured laminated glass, as such laminated glass components and laminated glass may fade over a period of time due to variations in the lamination components and laminated glass components.

In all cases, in the event the laminated glass fails to conform to this warranty as described herein and above, the customer's sole and only obligation for any breach of the warranties contained herein shall be limited to the replacement of the defective laminated glass F.O.B. our facility, or a refund of the actual purchase price paid by buyer, as Accura Glass shall in its sole and exclusive discretion determine appropriate under the circumstances. Labour costs are not covered by and are specifically excluded from this warranty.

Accura Glass reserves the right to inspect any laminated glass product, which is alleged to be defective prior to its removal from the glazing system, installation or fabrication location. Failure to provide Accura Glass with 45 days written notice and opportunity to inspect any alleged defect in laminated glass lite as contemplated under this warranty will automatically result in Accura Glass having no liability under this warranty. Accura Glass shall not be liable to any person or entity for indirect, special, incidental, or consequential damages, or charges for any reason.

In addition to any other term or condition of this warranty, if any of the following events occur, Accura Glass will have no liability under this warranty:

- 1) If the glass surfaces or panes are broken, chipped and/or fractured
- 2) If the laminated glass is subjected to standing water or other liquids or chemicals
- 3) If the laminated glass is damaged or altered by handling, storage, fabrications or installation contrary to industry standards as promulgated and accepted by the industry.
- 4) If the laminated glass is 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 non-Accura Glass applied films, direct contact with paints, adhesives, solvents, or insulation, or exposure to solvent or chemical fumes.
- 5) If the laminated glass was discarded or destroyed.
- 6) If the laminated glass is installed in water craft, solar collectors, on roof or building tops, or in or on refrigeration units.
- 7) If the laminated glass is installed in a manner which exposes the laminated glass to extreme and/or harsh weather conditions.
- 8) If the laminated glass is cut or altered in any fashion, including, but not limited to, being sanded, cut, or effected with the assistance of flammable liquids, either ignited or non-ignited.
- 9) If all or part of the laminated glass is covered with paper, paint, signs or any products that will trap heat and/or cause increased temperatures or thermal stresses on the laminated glass.
- 10) If the exposed edges of any laminated glass are not properly treated with edge sealant every 2 years from the date of fabrication of the laminated glass.

EXCEPT FOR THE EXPRESS WARRANTY DESCRIBED ABOVE, ACCURA GLASS MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES AND THERE ARE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR COMMERCIAL VIABILITY WITH RESPECT TO THE LAMINATED GLASS OR ANY PART OR COMPONENT THEREOF AND NO WARRANTY SHALL BE IMPLIED BY OPERATION OF LAW OR OTHERWISE. THIS WARRANTY SUPERCEDES ANY ORAL, OR WRITTEN WARRANTIES, OR REPRESENTATIONS MADE OR IMPLIED BY ANY OF ACCURA GLASS EMPLOYEES OR REPRESENTATIVES OF ACCURA GLASS OR ACCURA GLASS LITERATURE OR OTHER MATERIAL. NO VARIATION OR CHANGE FROM THIS WARRANTY WILL BE BINDING UPON ACCURA GLASS UNLESS MADE IN WRITING AND SIGNED BY A DULY AUTHORIZED OFFICE OF ACCURA GLASS BENDING INC.