



Glass Products Limited Warranty and Remedy

Precision Glass Industries (PGI) warrants to its customers and all subsequent purchasers, that its glass products shall be free from defects in materials and workmanship (excluding installation) under normal authorized use for the time periods specified below. The limited warranty shall not include metal products such as hardware purchased by PGI from others for resale.

Glass products fabricated and provided by PGI meet the following standards and specifications:

Primary Float Glass: Meets the requirements of ASTM C 1036, Standard Specification for Flat Glass, including: Type 1, Class 1, Quality q3 for clear glass; and Type 1, Class 2, Quality q3 for tinted glass. Primary float glass products have a limited warranty for a period of one (1) year from the shipment date.

Heat Treated Glass: Meets the requirements of ASTM C 1048, Standard Specification for Heat-Treated Flat Glass, for Condition A, B, or C; Quality q3, and Kind FT (Fully Tempered) or Kind HS (heat-strengthened). Unless otherwise noted, all fully tempered glass meets the safety glazing requirements of ANSI Z97.1, Class A; and CSPC 16 CFR 1201 Category II. Heat treated glass products have a limited warranty for a period of ten (10) years from the shipment date.

Coated Glass: Meets the requirements of ASTM C 1376, Standard Specification for Pyrolytic and Vacuum Deposition Coatings. Coated glass products have a limited warranty by the coating supplier (and not by PGI) for a period of ten (10) years from the shipment date.

Insulated Glass: Meets the requirements of ASTM E2190 (supersedes ASTM E774, level CBA). In the case of argon filled IG units, meets ASTM E2190 with tested results of 90% before, 80% after accelerated testing. Insulated glass units are comprised of two lites of glass, separated by a dehydrated airspace, with a primary seal of poly isobutylene (PIB), and a secondary seal of silicone. Insulating glass products have a limited warranty for a period of ten (10) years from the shipment date.

Spandrel Glass: Meets the requirement of ASTM C1048 for Condition B, Kind HS (Heat Strengthened) or Kind FT (Fully Tempered) for ceramic or enamel coatings. Spandrel glass products have a limited warranty for a period of five (5) years from the shipment date. Neither coating is recommended for 2nd or 3rd surface application in an insulating glass unit; use of either coating for 2nd or 3rd surface application in an insulating glass unit will void the warranty.

Laminated Glass: Meets the requirement of ASTM C 1172 Standard Specification for Laminated Architectural Flat Glass. When comprised of two plies of glass and a 0.030" or thicker Interlayer. Laminated glass also complies with ASTM C 1036, and when heat-treated, with ASTM C 1048. Laminated glass products have a limited warranty for a period of five (5) years from the shipment date.

The sole and exclusive remedy of the customer with respect to this limited warranty and with respect to any other claim relating to defects or any other condition or use of the products supplied by PGI, however caused, whether such claim is based upon warranty, contract negligence, strict liability or any other theory, is limited to repair or supply of such products or refund of the purchase price, at the option of PGI.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, PGI MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR WARRANTIES OR OBLIGATIONS ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

IN NO EVENT WILL PGI OR ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOST DATA, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF PGI OR ITS AFFILIATES OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND WHETHER OR NOT ANY REMEDY PROVIDED SHOULD FAIL OF ITS ESSENTIAL PURPOSE. THE TOTAL CUMULATIVE LIABILITY TO CUSTOMER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT PAID BY THE CUSTOMER.

If there is a conflict between this PGI Limited Warranty and Remedy and the General terms and Conditions, this Glass Products Limited Warranty and Remedy shall control to the extent of the conflict.

Metal Products Limited Warranty and Remedy

Metal products such as hardware purchased by Precision Glass Industries (PGI) from others for resale, are NOT warranted by PGI. Warranties for such metal products are as provided by the manufacturer(s) of such metal products. If applicable, such manufacturer's warranties apply from date of shipment of the metal products. PGI does not control the metal products offered by such manufacturers, and therefore under no circumstances will PGI be liable for any damages arising out of the failure of any such manufacturer to fulfill its obligations under warranty, repair, customer support or similar policies covering metal products purchased from PGI.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, PGI MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR WARRANTIES OR OBLIGATIONS ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

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