



**Rochester Insulated Glass, Inc.
Insulated Glass Standard Limited Warranty**

Customer: Glass Company #1
Building 4
Project: _____

Invoice #: 00890791
Warranty Effective Date: January 1, 2020

Subject to the Terms and conditions set forth in this document, Rochester Insulated Glass, Inc. (RIG) warrants its dual seal insulated glass units (the "Products") for a ten (10) year ("Limited Warranty Period") period when installed in a vertical application. Units with a sloped application shall be limited to a five (5) year limited warranty from the date of initial manufacture, when used in accordance with our technical data sheets, written instructions, and industry guidelines approved by RIG. This limited warranty is against faulty manufacturing that result in the formation of any film on the internal glass surfaces due to the intrusion of any air, moisture, dust or debris due to a failure of the insulated glass hermetic seal.

RIG expressly assumes no responsibility for and this limited warranty does not cover the following: Argon initial fill content and retention percentage, glass breakage including but not limited to spontaneous and/or accidental; Acts of God; products in excess of fifty (50) square feet; product failure due to improper usage; product failure due to improper storage, handling, loading or unloading; products using breather and/or capillary tubes; products having been applied with aftermarket films; installations in or around swimming pools and/or spas; installations in greenhouses or any other environment that has continuous or cyclical high moisture; use of cleaners, solvents, acids, alkalis and or any other chemicals on or around finished Products; products installed in faulty building construction or design; Abnormal Weather and environmental issues; acts of negligence, or the misuse or abuse of the Product; Failure to comply with our technical data sheets and other written instructions, or recommendations; Failure to comply with applicable codes, industry standards, and regulations; Normal wear and tear due to usage; Scratches and or abrasion to the Product; Incompatibility with other coating, sealants, gaskets, lubricants, insulation, setting blocks, insulation and or any other materials; failure to provide written proof of routine maintenance; Errors in specifications, and installation. This Limited Warranty will be null and void in the event that full payment is not received for goods and services within the agreed upon terms of sale and credit terms.

THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE CONTAINED IN THIS LIMITED WARRANTY. TO THE EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. ANY IMPLIED WARRANTIES ARISING BY OPERATION OF LAW ARE LIMITED IN DURATION TO THE TERM OF THIS LIMITED WARRANTY. THIS LIMITED WARRANTY IS LIMITED TO THE ORIGINAL PURCHASER AND IS NONTRANSFERABLE. The limited warranty replaces all other previous warranties. This limited warranty shall be governed by and construed and interpreted in accordance with the laws of the State of New York without regard to principles of conflict of laws. Any dispute, action or proceeding arising out of or relating to this limited warranty shall be submitted to arbitration pursuant to the construction arbitration rules of the American Arbitration Association. Any dispute shall be venue in Ontario County, New York and shall be the parties' exclusive method of dispute resolution. Any objection, which may now or hereinafter exist to the laying of venue and/or jurisdiction as set forth above, is hereby waived. The bringing of any suit, action or proceeding, which is not in conformance with the foregoing, shall void this warranty. Should any one clause of this document be wholly or partially invalid, the contracting parties shall substitute it with a new clause, which shall, as far as possible, have similar legal and economic consequences to the former provision. The remainder of the agreement remains unchanged.

In the event that a dual seal insulating glass unit is found and verified by RIG to be defective, RIG will provide a new dual seal insulated glass unit at a pro-rated cost, FOB, Manchester, NY or, at RIG's sole discretion, provide a pro-rated refund of the glass purchase price. In no event will RIG's liability exceed the purchase price of the glass. If RIG elects to replace the defective glass, RIG will not be liable for any other expenses, including, but not limited to, removal of the defective unit, disposal of the defective unit or materials associated with the replacement, including packaging, installation of replacement units, any labor, materials, equipment, and/or any other damages, including incidental, indirect, special, or consequential damages. Further, the warranty of the replacement glass will be limited to the remainder of the warranty period of the original dual seal insulating glass unit.

The purchaser's exclusive remedy is limited to the legal remedies described in this limited warranty. RIG will not be liable for any incidental or consequential damages of any other kind. Any inquires or to file a claim under this limited warranty, you must contact us, in writing, within fifteen (15) calendar days of the discovery of an alleged manufacturing defect in a Product, at Rochester Insulated Glass, Inc., Attn: Warranty Claims, 73 Merrick Circle, P.O. Box 168, Manchester, NY 14504, USA. Proof of purchase, as well as photographs of the issue in question must be submitted with any notice of claim. We have the right to physically inspect an installation site and obtain samples from the installed products to be examined by our vendors and in a laboratory setting before we determine the validity of your claim. Your claim must be received and evaluated by RIG before any repair or replacement work is performed; otherwise, this Limited Warranty will be null and void.

NO EMPLOYEE, AGENT, REPRESENTATIVE, CUSTOMER OR DISTRIBUTOR OF RIG IS AUTHORIZED TO MODIFY THE TERMS OF THIS LIMITED WARRANTY.