



Aldora Glass Dual Seal Insulating Glass, Limited Warranty

WARRANTY COVERAGE:

Subject to the terms and conditions set forth below, Aldora Aluminum and Glass Products, Inc. ("Aldora"), warrants that its dual seal insulating glass products and/or insulating glass units (the "Products" and each a "Product"), when used in accordance with (i) our technical service bulletins and other written instructions such as those promulgated by Glazing Association of North America, (ii) applicable building codes and regulations, and (iii) standard industry practices, will be free from manufacturing defects resulting in material obstruction of the vision area due to flaking, peeling, the infiltration of dirt or dust, or the formation of any film on the internal glass surfaces due to the intrusion of moisture into the dehydrated air space.

This Limited Warranty shall continue for a period of ten (10) years (the "Limited Warranty Period") from the date of shipment. This Limited Warranty shall be conditioned upon and subject to the installer's, general contractor's, architect of record's and/or owner's determination that the Product is suitable for and compatible with the customer's intended use, and such determination shall be the sole responsibility of the customer.

EXCLUSIONS FROM WARRANTY COVERAGE:

The following are specifically excluded from coverage under this Limited Warranty:

- (i) Products that: measure in excess of fifty (50) square feet; have been retrofitted; have been installed in a vehicle that may incur high vibration; utilize solely Lexan®, polycarbonate, non-glass laminates, acrylic or other plastic materials as a component lite; or contain unsealed capillary tubes;
- (ii) any laminated portion of the Product and
- (iii) the failure of, damage to, or defects in the Products resulting from or caused by: the placement of any type of aftermarket film; improper usage; installations in or around swimming pool enclosures, green houses or any other environment that has continuous or cyclical high moisture; use of cleaners, solvents, acids, alkalis or any other chemicals on or around finished Products; improper storage of Products; faulty building construction or design; glass breakage, whether spontaneous, accidental or from any other cause; Acts of God, including, but not limited to hurricanes, flooding, earthquakes or other types of natural disasters and/or abnormal weather conditions; acts of negligence, or the misuse or abuse of the Product; improper installation; failure to comply with our technical data sheets and other written instructions, applicable building codes and regulations, and standard industry practices; incompatibility with other coatings, sealants, gaskets, lubricants, insulation or any other materials; normal wear and tear due to usage; and scratches or abrasions to the Products.

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.

LIMITATION OF LIABILITY:

THERE ARE NO WARRANTIES OTHER THAN THOSE CONTAINED IN THIS LIMITED WARRANTY, WHICH SHALL BE THE SOLE REMEDY AVAILABLE HEREUNDER. 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. ALL WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THIS LIMITED WARRANTY. NO IMPLIED WARRANTY CAN BE CREATED OR MODIFIED BY



ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. FURTHER, THE REPAIR, REPLACEMENT OR REFUND AS DESCRIBED BELOW IS THE EXCLUSIVE REMEDY AVAILABLE FOR ANY CLAIM, CLAIMED PRODUCT DEFECT OR WARRANTY CLAIM.

OTHER LIMITATIONS OF THIS WARRANTY:

ALDORA SHALL NOT BE LIABLE TO THE CUSTOMER OR ANYONE ELSE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LABOR COSTS, OR ANY OTHER PECUNIARY DAMAGE DIRECTLY OR INDIRECTLY RESULTING FROM OR RELATED TO PERSONAL INJURY, DEATH, PROPERTY DAMAGE, WHETHER DUE TO ANY PRODUCT DEFECT, DELAY, NONDELIVERY, NONPERFORMANCE, RECALL, BREACH, OR OTHER REASON. ALL CLAIMS IN TORT, STRICT LIABILITY, AND FAILURE OF ESSENTIAL PURPOSE ARE WAIVED AND EXCLUDED, INCLUDING CLAIMS OF DAMAGE ALLEGEDLY CAUSED BY ALDORA'S NEGLIGENCE. EXCEPT FOR AS SET FORTH IN THIS LIMITED WARRANTY, ALDORA SHALL NOT BE LIABLE TO THE CUSTOMER IN TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY ALLEGED DEFECT IN THE DESIGN OR MANUFACTURE OF THE PRODUCT OR FOR THE OMISSION OR ALLEGED INADEQUACY OF ANY WARNING RELATED TO THE PRODUCT.

Other than as provided herein in this Limited Warranty, the customer accepts the Products "as is" with all faults and assumes the risk of loss for any defect or nonconformity. There are no third-party beneficiaries to this Limited Warranty. customer acknowledges and declares that these limitations and waivers have been brought to the customer's attention and explained, that the customer has read and understood all terms and agrees to be so bound, and that the customer's receipt of the Products and this Limited Warranty signifies that the customer has voluntarily and knowingly consented to all terms, including the waivers and limitations contained within this Limited Warranty.

THE CUSTOMER'S EXCLUSIVE REMEDY:

In the event a Product is found to be defective, then as the customer's sole remedy, Aldora will, at its sole discretion and option: (A) repair or replace the defective Product without charge, FOB to the Aldora location nearest to the place of installation or; (B) refund the purchase price of the defective Product. Aldora will not be liable for any other damages or expenses involved, for example and by way of illustration only, in the removal of such Product, installation of a replacement Product, or any other incidental or consequential damages, including, without limitation, attorney's fees, transportation costs or labor. The warranty for any replacement Product provided hereunder shall be limited to the terms and conditions of this Limited Warranty and shall continue for a period of time equal to the remainder of the Limited Warranty Period provided in this Limited Warranty.

THE CUSTOMER'S WARRANTY IS NON-TRANSFERRABLE:

This Limited Warranty (i) is limited to the customer to whom the Product was sold and is nontransferable, nonassignable and cannot be extended by operation of law or otherwise beyond the customer; and (ii) replaces all previous warranties.

MAKING A CLAIM:

To make a claim under this Limited Warranty, the customer must contact Aldora, in writing, within fifteen (15) calendar days of the discovery of an alleged defect in or problem with a Product, at Aldora Aluminum and Glass Products, Inc., Attn: Technical Services Department, 4250 Coral Ridge Dr., Suite 101, Coral Springs, Florida 33065. Aldora may change this address by written notice to the customer provided on Aldora's website. Proof of purchase from Aldora must be submitted with any claim. Aldora has the right to physically inspect the Product and/or obtain samples from a job installation of the Products used in that installation. The customer's claim must be received and evaluated by us before any repair or replacement work is performed; otherwise, this Limited Warranty will be null and void. For additional information regarding our warranty policy, please refer to our website at www.aldoraglass.com.