



Aldora Glass Laminated Glass, Limited Warranty

WARRANTY COVERAGE:

Subject to the terms and conditions set forth below, Aldora Aluminum and Glass Products, Inc. ("Aldora"), warrants that when used in accordance with (i) our technical service bulletins and other written instructions, (ii) applicable building codes and regulations, and (iii) standard industry practices:

1. its laminated glass products ("Product 1") conform to *ASTM C 1172 Standard Specification for Laminated Flat Glass*;
2. its laminates with minimum 0.030" interlayer ("Product 2") comply with *ANSI Z97.1 (current version) and CPSC 16CFR 1201 II*;
3. its specific interlayer component make ups using specified interlayer suppliers ("Product 3" and together with Product 1 and Product 2, the "Products" and each a "Product") have received a *Notice of Approval* from *Miami-Dade County* for Hurricane Resistance; and
4. the Products will be free from manufacturing defects resulting in edge separation and discoloration.

This Limited Warranty shall continue for a period of five (5) years (the "Limited Warranty Period") from the date of shipment. Notwithstanding the foregoing, this Limited Warranty shall be null and void with respect to any slope glazing application, which has not received prior written approval from the Aldora Technical Services Department. This Limited Warranty shall be conditioned upon and subject to the installer, general contractor, architect of record or owner's (each a "Customer") determination that the Products are 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) the failure of, damage to, or defects in the Products resulting from or caused by: stress and strain to the Products due to the localized application of heat; edge stress due to the placement of any type of film (tint, reflective, or security); installation of the Products in a system that does not include a weep system or some means of water repulsion; improper usage of the Products; use of cleaners, solvents, acids, alkalis or any other chemicals on or around the Products; faulty building construction or design; acts of God, including, but not limited to hurricane, flooding, earthquake or other types of natural disaster and/or abnormal weather conditions; acts of negligence, or the misuse or abuse of the Products; failure to comply with our technical service bulletins and other written instructions, applicable building codes and regulations, and standard industry practices; normal wear and tear of the Products resulting from usage; glass breakage, whether spontaneous, accidental or from any other cause; incompatibility with other coatings, sealants, gaskets, lubricants, insulation or any other contact materials; scratches or abrasions to the Products;
- (ii) allowances in edge and surface bite of the Products relevant to the framing system and building movement caused by expansion and contraction;
- (iii) laminated glass used as a single glazing in an exterior butt joint or exterior structural glazing system; and
- (iv) delamination occurring in exterior applications of laminated glass with edgework (polishing or mitering).

This Limited Warranty will be 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 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. NO IMPLIED WARRANTY CAN BE 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, AND THIS REMEDY IS AVAILABLE ONLY TO THE CUSTOMER.

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 resulting from or related to personal injury, death, property damage, whether due to any 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 assertedly 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

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.