



## LIMITED WARRANTY

### LIMITED WARRANTY OF HEAT STRENGTHENED OR TEMPERED GLASS.

Thompson I.G., LLC ("Thompson") warrants only to its immediate Customer, for a period of one (1) year from the date of sale to the Customer (the "Limited Warranty Period") that the heat strengthened and tempered glass products produced by Thompson and purchased by the Customer meet (at the time of sale) ASTM Standard Specification C1048.

**LIMITED WARRANTY FOR INSULATING GLASS UNITS.** Thompson I.G., LLC ("Thompson") warrants only to its immediate Customer, for a period of ten (10) years, five (5) years muntin bar units, from the date of sale to the Customer (the "Limited Warranty Period") that the insulating glass units produced by Thompson and purchased by Customer will be free from material obstruction of vision as a result of fogging or film formation on the internal glass surfaces caused by failure of the seal which is due to defects in material or workmanship.

**LIMITED WARRANTY FOR CERAMIC FRIT AND SILKSCREENED GLASS.** Thompson I.G., LLC ("Thompson") warrants only to its immediate Customer, for a period of five (5) years from the date of sale to the Customer (the "Limited Warranty Period") that its glass coating will be free from defects resulting in cracking, peeling or deterioration of the coating material.

**LIMITED WARRANTIES OF LAMINATED GLASS.** Thompson I.G., LLC ("Thompson") warrants only to its immediate Customer, for a period of five (5) years, ten (10) years on Suntuive Interlayer products, from the date of sale to the Customer (the "Limited Warranty Period") that the laminated glass products produced by Thompson and purchased by Customer will not have defects in materials or workmanship that cause edge seal separation or delamination of the laminated glass resulting in materially obstructed vision through the laminated glass.

**LIMITED WARRANTIES OF SUNTUITIVE INTERLAYER PRODUCTS.** Thompson I.G., LLC ("Thompson") warrants only to its immediate Customer, for a period of ten (10) years from the date of sale to the Customer (the "Limited Warranty Period") that the Suntuive Interlayer products produced by Thompson and purchased by Customer will continue to perform by transitioning tint levels in response to changes in interlayer temperature and will not materially obstruct vision as a result of film degradation or defects in material or workmanship.

**SOLE REMEDIES APPLICABLE TO LIMITED WARRANTIES LISTED ABOVE.** If any breach of either of the preceding Limited Warranties is reported to Thompson in writing and accompanied by proof of purchase, before the end of the Limited Warranty Period, Thompson, at its exclusive option, will upon confirmation of the existence of a defect covered by the applicable Limited Warranty either:

- a. Provide a replacement Product to the Customer in exchange for the defective product, or
- b. If the product is no longer available, a replacement suitable in the sole opinion of Thompson, that constitutes a comparable replacement, or
- c. Refund to the Customer Thompson's original selling price for such defective Product.

If Thompson elects to supply a replacement Product, any Limited Warranty that would otherwise apply to such replacement Product will only extend for a Limited Warranty Period equal to the remaining balance of the original Limited Warranty Period for the defective Product. All replacement Products will be provided by Thompson F.O.B. to the shipping point nearest the place of installation or original delivery point. Thompson reserves the right to inspect any product which is alleged to be defective prior to its removal from the glazing system, installation or fabrication location. Any unit(s) destroyed or discarded before inspection by Thompson therein voids this Limited Warranty. Thompson I.G., LLC will bear no other expense, such as labor cost, of any kind when the product is deemed in compliance with the requirements of ASTM C 1036 AND 1048 (standard specifications for flat and tempered glass respectively).

**EXCLUSIONS FROM LIMITED WARRANTY COVERAGE.** The Limited Warranty extends only to the immediate Customer. The Limited Warranty does not extend, and it is not transferable or assignable, to any subsequent purchaser or user, without the express written consent of Thompson. and applies only to Products sold and used in the United States, Canada, Japan, Australia, New Zealand, Mexico, and the countries

of the European Union. The Limited Warranty shall not apply to any claimed defect in or damage to the Products being caused by the following:

- Breakage, scratches or damage not enclosed in the Products due to improper handling or installation;
- Products ordered with less than a 7/16" sightline;
- Any application of coatings or films applied to the glass by others causing thermal stress to the Products;
- Glass that is improperly stored, processed, installed, cleaned or otherwise handled contrary to industry standards established by; including, but not limited to glass associations, such as IGMA (Insulating Glass Manufacturers Alliance) or GANA (Glass Association of North America);
- Products installed into ships, vehicles or commercial refrigeration;
- Stresses resulting from localized application of heat which causes excessive temperature differential over the glass surfaces or edges of the unit, or if strain is applied to the unit by movement of the building or if provisions have not been made in accordance with sound practices for adequate expansion or contraction of framing members;
- Warranty on coated glass; i.e., tint, reflective or high performance low-e, is limited to the terms and conditions of the warranty provided by the flat glass supplier;
- Animals, flying or falling objects, or natural occurrences or disasters, including without limitation earthquakes, hailstorms, windstorms, hurricanes, tornadoes, weather, and other acts of God;
- Normal wear and tear of Thompson's Products;
- Deliberate or negligent acts, abrasion, physical impact, vandalism, acts of terrorism or war, mechanical damage, vehicular or pedestrian traffic, fire (deliberate or accidental), or any misuse or abuse;
- Any damage caused by or during transportation or storage by anyone other than Thompson; and
- Incompatibility with other glazing or installation materials, including coatings, sealants, and gaskets, or defects in the design, materials, assembly, construction and/or installation of any panels, frames or other materials or products into which the Products are incorporated.

**NOTICE OF CLAIM.** No repair, replacement, or pro rata refund will be required or made unless Thompson receives written notice of the claimed defect. Any claim of defect, including without limitation under the Limited Warranty, must be made in writing to Thompson within the Limited Warranty Period and within thirty (30) days following discovery of the claimed defect. Failure to give notice of a claimed defect as required herein shall constitute an absolute waiver and release of all claims Customer may have, and Thompson shall have no liability, under this Limited Warranty or otherwise, for that claimed defect.

**LIMITATIONS ON LIABILITY.** THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. THE REMEDY OF REPAIR, REPLACEMENT, OR REFUND PROVIDED UNDER THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. THOMPSON SHALL HAVE NO LIABILITY TO THE CUSTOMER OR ANYONE ELSE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOST PROFITS, LABOR COSTS, OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE GOODS, BREACH OF THIS AGREEMENT, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. ALL CLAIMS IN TORT, STRICT LIABILITY, AND FAILURE OF ESSENTIAL PURPOSE ARE WAIVED, RELEASED, AND EXCLUDED, INCLUDING CLAIMS OF THOMPSON'S NEGLIGENCE. THOMPSON SHALL NOT BE LIABLE TO THE CUSTOMER IN TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY DEFECT IN THE DESIGN OR MANUFACTURE OF THE GOODS, OR FOR THE OMISSION OR ALLEGED INADEQUACY OF WARNINGS OR INSTRUCTIONS ACCOMPANYING THE GOODS. EXCEPT FOR THE LIMITED WARRANTY HEREIN, THE CUSTOMER ACCEPTS THE GOODS "AS IS" WITH ALL FAULTS AND ASSUMES THE RISK OF LOSS FOR ANY DEFECT OR NONCONFORMITY. CUSTOMER WAIVES, RELIEVES AND RELEASES THOMPSON FROM ANY AND ALL CLAIMS, CAUSES OR RIGHTS OF ACTION, AND LIABILITY FOR ANY REDHIBITORY, PATENT, OR LATENT VICES OR DEFECTS, EXCEPT AS SPECIFICALLY PROVIDED IN THE LIMITED WARRANTY. UNDER NO CIRCUMSTANCES SHALL THOMPSON'S LIABILITY FOR ANY



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DEFECT IN THE GOODS, WHETHER BASED ON CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY, EXCEED THE PURCHASE PRICE OF THE DEFECTIVE GOODS. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. CUSTOMER ACKNOWLEDGES AND DECLARES THAT THESE LIMITATIONS AND WAIVERS HAVE BEEN BROUGHT TO CUSTOMER'S ATTENTION AND EXPLAINED, THAT CUSTOMER HAS READ AND UNDERSTANDS ALL TERMS AND AGREES TO BE SO BOUND, AND THAT CUSTOMER'S RECEIPT OF THE AGREEMENT, LIMITED WARRANTY, AND GOODS, AND ANY PAYMENT FOR THESE, SIGNIFIES THAT CUSTOMER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS, INCLUDING THE WAIVERS AND LIMITATIONS CONTAINED HEREIN.

**MODIFICATIONS.** No person at Thompson, other than its General Manager, has the authority to modify, expand or extend the Limited Warranty, to waive any of the limitations or exclusions of the Limited Warranty, to make any different or additional warranties with respect to any Goods, or to alter, amend, or undo any term of sale. Any such alteration is not effective unless stated in writing signed by Thompson's General Manager. All other statements and representations are null and void.

**APPLICABLE LAW.** This Limited Warranty shall be considered to have been made in the State of Michigan and shall be governed by and interpreted according to Michigan law, without giving effect to conflict of law principles. Except as provided below, any action or claim arising out of or relating to the Warranty or Goods shall be brought only in a federal or state court in Genesee County, Michigan or a federal court in Detroit, Michigan, having jurisdiction over the subject matter, and Customer irrevocably consents that such court shall have personal jurisdiction over Customer and waives any objection that the court is an inconvenient forum. Alternatively, and at Thompson's sole election, any dispute arising out of or relating to this Agreement shall be submitted to binding arbitration in Genesee County, Michigan in accordance with the rules of the American Arbitration Association. Any award ordered in such arbitration shall be enforceable in any court of competent jurisdiction. In the event any suit is brought against Thompson by Customer in violation of this Agreement or for claims waived or released under the Agreement, Customer agrees to pay Thompson's attorney and paralegal fees as well as costs to defend such suit. No claim, suit, or other proceeding arising out of or related to the Thompson's Limited Warranty or Goods may be brought after one (1) year from the date it accrues. No discovery, estoppel, or other rule shall apply to extend this limitations period.

**MISCELLANEOUS.** If any provision or individual term of this Warranty is invalid or unenforceable under any applicable law, the provision or term shall be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms shall be unaffected. Customer shall not assign any of its rights nor delegate any of its obligations under this Warranty without the prior written consent of Thompson. This Agreement shall be binding upon and enforceable by and against Customer and Thompson, and their respective legal representatives, successors, and assigns.

**SELLER'S RIGHTS.** Thompson has all rights and remedies given to sellers by applicable law, and Thompson's rights and remedies are cumulative and may be exercised from time to time by Thompson. All sales of Thompson's Goods remain subject to its Standard Terms and Conditions of Sale. No waiver by Thompson of any provision of this Limited Warranty shall be effective unless in writing nor operate as a novation or waiver of any other provision. Thompson shall not lose any right because it has not exercised that right in the past.