



LIMITED WARRANTY

Thompson Innovative Glass (“Thompson”) warrants only to its immediate Customer that the following products (the “Products” and each a “Product”), when used in accordance with (i) applicable building codes and regulations and (ii) standard industry practices, will meet the requirements set forth below, subject to the respective terms and conditions.

LIMITED WARRANTY OF HEAT STRENGTHENED OR TEMPERED GLASS.

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) the most current version of ASTM Standard Specification C1048.

LIMITED WARRANTY FOR INSULATING GLASS UNITS (“IGU’s”).

Thompson warrants only to its immediate Customer, for a period of ten (10) years, five (5) years for internal muntin bar units, radius-shaped units, triple-ply units, and units with capillary tubes (subject to conditions below), 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 flaking, peeling, the infiltration of dirt or dust, or fogging or film formation on the internal glass surfaces caused by failure of the seal which is due to defects in material or workmanship. The following are specifically excluded from coverage under this Limited Warranty: IGU’s that measure 60 sq ft or greater; have been retrofitted; have been installed using incompatible materials including but not limited to glazing sealants, setting blocks, backer rods, spacers, shims, etc.; contain leaded inserts; or have anything inserted within the units. IGU’s with capillary tubes are specifically excluded from coverage under this limited warranty unless the capillary tubes have been properly sealed per the methods provided by IGMA/FGIA TB-1601: Guidelines for Use of Capillary Tubes.

LIMITED WARRANTY FOR CERAMIC FRIT AND SILKSCREENED GLASS.

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 coated with frit will be free from defects resulting in cracking, peeling or deterioration of the coating material.

LIMITED WARRANTY FOR LAMINATED GLASS.

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 the laminated glass products produced by Thompson and purchased by Customer meet (at the time of sale) the most current version of ASTM Standard Specification C1172 and will not have defects in materials or workmanship that cause separation or delamination of the laminated glass resulting in materially obstructed vision through the daylight opening. The following are specifically excluded from coverage under this Limited Warranty: laminated glass used as a single glazing in an exterior butt joint or exterior structural glazing system; laminated glass used as the exterior lite in a sloped glazing application; and delamination occurring in exterior applications of laminated glass with edgework (polishing or mitering).

LIMITED WARRANTY FOR SUNTUITIVE® INTERLAYER PRODUCTS.

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 Suntuitive® interlayer products produced by Thompson and purchased by Customer meet (at the time of sale) the most current version of ASTM Standard Specification C1172 and 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 and will continue to perform by transitioning tint levels in response to changes in interlayer temperature. The following are specifically excluded from coverage under this Limited Warranty without prior written approval from Thompson: laminated glass used as a single glazing in an exterior butt joint or exterior structural glazing system; laminated glass used as the exterior lite in a sloped glazing application; and delamination occurring in exterior applications of laminated glass with edgework (polishing or mitering).

LIMITED WARRANTY FOR SENTRYGLAS® INTERLAYER PRODUCTS.

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 SentryGlas® interlayer products produced by Thompson and purchased by Customer meet (at the time of sale) the most current version of ASTM Standard Specification C1172 and 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. The following are specifically excluded from coverage under this Limited Warranty without prior written approval from Thompson: laminated glass used as a single glazing in an exterior butt joint or exterior structural glazing system; laminated glass used as the exterior lite in a sloped glazing application; and delamination occurring in exterior applications of laminated glass with edgework (polishing or mitering).

LIMITED WARRANTY FOR BALLISTIC LAMINATES.

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 the ballistic laminate products produced by Thompson and purchased by Customer will meet (at time of sale) the most current version of ASTM Standard Specification C1349. The following are specifically excluded from coverage under this Limited Warranty: laminated glass used as a single glazing in an exterior butt joint or exterior structural glazing system; laminated glass used as the exterior lite in a sloped glazing application; delamination occurring in exterior applications of laminated glass with edgework (polishing or mitering).

LIMITED WARRANTY FOR SWITCHABLE GLASS LAMINATES.

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 switchable glass laminate products produced by Thompson and purchased by Customer will not have defects in materials or workmanship that cause electrical failure, resulting in the laminate becoming inoperable. The following are specifically excluded from coverage under this Limited Warranty: laminated glass used in exterior, wet, high temperature, or load bearing applications, failure to adhere to Thompson’s instructions regarding installation and/or maintenance of the unit as found in its Switchable Glass Technical Manual, including written proof of routine maintenance (consult Glass Association of North America Glazing Manual),

SOLE REMEDIES APPLICABLE TO LIMITED WARRANTIES LISTED ABOVE. If any breach of any 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 unit 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 or from the installation or fabrication location. Any unit(s) destroyed or discarded before inspection by Thompson therein voids this Limited Warranty. Thompson will not be liable for any expenses involved in the removal of such Product, installation of a replacement Product, or any incidental or consequential damages, including, without limitation, attorney’s fees, transportation costs, labor, engineering, consulting, laboratory analysis, etc.

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:

- Glass breakage, whether spontaneous, accidental or from any other cause;
- Scratches or damage not enclosed in the Products due to improper handling or installation;
- Products with less than a 7/16” sightline;
- Any application of aftermarket coatings or films applied to the glass;
- 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 FGIA (Fenestration and Glazing Industry Alliance) or GANA (Glass Association of North America);
- Products installed in wood windows that are subsequently stained;
- Products installed into ships, vehicles or commercial refrigeration;
- Products installed in or around swimming pool enclosures, green houses, saunas, steam rooms, or any other environment that has continuous or cyclical high moisture;
- Products that have been installed in glazing systems without an adequate water buildup weep system;
- The amount or percentage of argon present in insulating glass or a specific level of unit thermal efficiency at any time after manufacture. (Inert gas dissipates over the life of the insulated glass unit and may be less effective in products manufactured with capillary tubes.)
- 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 improper or missing setting blocks, shims, or backer rods, or if provisions have not been made in accordance

Document: DOC-006 – TIG Limited Warranty	Revision: 3.0	Effective Date: 07/14/2023
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- 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;
- Failure to comply with applicable building codes and regulations, and standard industry practices; and
- Incompatibility with other glazing or installation materials, including coatings, sealants, setting blocks, shims, spacers, backer rods, lubricants, insulation, 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 DEFECT IN THE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY, EXCEED THE PURCHASE PRICE OF THE DEFECTIVE GOODS. THOMPSON WILL BEAR NO EXPENSE, SUCH AS LABOR COSTS OF ANY KIND OR COST OF REPAIR OR REPLACEMENT OF ANY INSTALLATION MATERIALS, ASSOCIATED WITH THE REMOVAL AND/OR REINSTALLATION OF DEFECTIVE PRODUCTS. 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. 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.

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.

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