



LIMITED WARRANTY INSULATING GLASS UNIT WARRANTY AND DISCLAIMER

This Warranty is given by Insulpane Incorporated (Insulpane) only to customers (the customer) purchasing insulating glass (the unit) directly from Insulpane.

Insulpane warrants that each unit 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 hermetic seal due to defects in material or workmanship, for a period of ten years from and after the date of Insulpane's manufacture of the unit. This Warranty does not cover defects resulting from or related to: improper use; handling or other abuse; sloped glazing; units installed in high humidity areas; vehicle installation; units not paid for by original purchaser; failure to adhere to Insulpane's instructions; glass breakage, or any cause other than those specified in the immediately preceding sentence.

If any breach of this Warranty is reported to Insulpane before the end of the tenth year from the date of manufacture, Insulpane, at its exclusive option, will either:

- A. Provide a replacement unit.
- B. Or, refund to the customer, 100% of Insulpane's original selling price for such defective unit.

If Insulpane elects to supply a replacement unit, the Warranty thereon will extend for the balance of the original 10-year period. All replacement units shall be F.O.B. Insulpane's plant.

Replacement labor costs are not covered under this warranty.

THIS WARRANTY IS THE ONLY WARRANTY MADE TO ANY PERSON BY INSULPANE. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES SET FORTH IN THIS WARRANTY SHALL BE THE EXCLUSIVE REMEDIES AVAILABLE TO ANY PERSON. INSULPANE SHALL UNDER NO CIRCUMSTANCES BE LIABLE TO ANY PERSON FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY DESCRIPTION. NO PERSON HAS ANY AUTHORITY TO ALTER THIS WARRANTY.

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