



## INSULATED GLASS WARRANTY

**Glass Maxx, Inc. warrants our insulated glass units (IGU) for a period of two (2) years from date of manufacture or if listed herein the date of substantial completion, to be free of material obstruction of the vision area due to the infiltration of dirt, or dust, flaking, peeling or the formation of any film on the internal glass surfaces due to the intrusion of moisture (water vapor) into the dehydrated air space. Insulated laminated glass is warranted for a period of two (2) years against delaminating or is covered under other specific warranties. This exclusive limited warranty is to the first retail purchaser, and subject to the following specific exclusions:**

**This warranty does not apply to or cover:** (a) Units in excess of (50) square feet; (b) use of or application to an IGU, it's installation or subsequent maintenance, materials that are not compatible with the IGU organic seals, coated or laminated glass surfaces; (c) failure caused by broken glass or other damage to an IGU; (d) IGU that have been retrofitted with a solar, blast resistant, or security contact film adhered to any glass surface by others than Glass Maxx, Inc. or its approved vendors; (e) an IGU installed in a continuous or cyclical high moisture environment, including without limitation swimming pool enclosures and greenhouses without the use of Glass Maxx, Inc. approved humidity control devices; ( f) any IGU installed in motor vehicles, trailers, water craft, aircraft or facilities which may incur high vibration; (g) an IGU installed in sloped glazing; (h) labor costs incurred in replacement of any defective IGU, incidental or consequential damages arising from the installation, use or failure of the IGU, its organic sealants, or any component construction material used in fabrication; (i) an IGU solely utilizing Lexan®, polycarbonate, acrylic or other plastic materials as a component lite or; (k) IGU containing unsealed capillary tubes; (l) any IGU not paid for in full:

**Cleaning: Uncoated** glass surfaces can be cleaned using a mixture of warm water and common household detergents such as Windex, Dawn or Ivory soap products. Avoid solvents or strong acid or alkaline products these may damage the glass or IGU seal. Test cleaning procedures and obtain approval before commencing full scale cleaning. Generally glass cleaning is accomplished by rinsing thoroughly with clean water to flush away any heavy accumulation or debris. Apply detergents with soft cloth or sponge and gently scrubbing the surface. Squeegee or wipe dry with clean towels. Do not allow any metal objects to encounter the glass surface. Avoid Cleaning in direct sunlight. **Heat-treated Glass Surfaces are Different.** Either specific instructions for SPECIALTY PRODUCTS or COATED GLASS glazed with the coated surface exposed to the exterior or interior requires special cleaning recommendation and instructions. Consult with the coated glass manufacturer or fabricator.

### **Glass Maxx DOES NOT REPLACE GLASS WITH EXTERNAL SCRATCHES POST INSTALLATION!**

This warranty is the only warranty extended and is the purchaser exclusive remedy. No warranties of merchantability or fitness for any particular purpose is expressed or implied No one, except a duly elected officer of Glass Maxx, Inc., by notary, may alter the terms of this document verbally or in writing except as noted. Glass Maxx, Inc. reserves the right to inspect any goods or installations alleging product failure. Glass Maxx, Inc. will, at its discretion replace defective product or refund to the purchaser an amount equal to the original purchase price. Replacement product is shipped to the nearest point FOB and is warranted for the balance of the original warranty period. Glass Maxx reserves the right to reject any claims. Warranty claims shall be filed in writing to the producing branch within ninety (90) days of failure. Address correspondence to WARRANTY CLAIMS at the branch listed below. Include date of purchase / installation, address of installation and your name, address and phone number. Waiver of Consequential, Incidental and Other Damages: Purchaser specifically understands and agrees that under no circumstance shall Glass Maxx, Inc. be liable for any remedy other than refund or product replacement, INCLUDING WITHOUT LIMITATION CONSEQUENTIAL, INCIDENTAL, ECONOMIC, DIRECT, INDIRECT, GENERAL, SPECIAL OR PUNITIVE DAMAGES ARISING HEREUNDER OUT OF ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION INJURY TO PERSONS (INCLUDING DEATH) OR PROPERTY. In the event that any other term herein is found unconscionable or unenforceable for any reason, or any exclusive remedy fails of its essential purpose, this provision of waiver by agreement of consequential, incidental and other damages as set forth herein shall continue in full force.