

Insulated Glass Limited Warranty



United Plate Glass Company (UPG) warrants its dual-seal Insulating Glass Units (IGU) for ten (10) years after the date of manufacture against failure of the hermetic seal, resulting in film formation on the internal glass surfaces of the IGU, due to faulty manufacturing by UPG. IGUs with triple-seals are warranted for fifteen (15) years. IGUs using ceramic frit spandrel are warranted for ten (10) years. IGUs with laminated glass are warranted for five (5) years. UPG extends this exclusive, limited warranty to its original purchaser ("Customer"), and is not extended and shall not apply to any subsequent purchaser or user.

Liability under this Warranty for a defective IGU is limited, at UPG's sole option, to either replace such IGU without charge to the original purchaser or, to refund 100% of UPG's original selling price for such IGU. The replacement IGU will be covered by the same exclusive, limited warranty, but only for the balance of the original warranty period. UPG reserves the right to inspect any allegedly defective IGU prior to its removal from the glazing system or installation location. UPG reserves the right to reject any claims. **LABOR COSTS ARE NOT COVERED BY THIS WARRANTY.**

CONDITIONS WHICH WILL VOID THIS WARRANTY:

UPG will have no liability under this Warranty if any of the following events have occurred: (a) glass surfaces or panes are cracked, chipped, or broken; (b) IGU is exposed to perimeter glazing materials that are not compatible with the hermetic seal; (c) IGU seal is subjected to standing water, chemical solvents, fumes or gases, during installation or subsequent maintenance, that are not compatible with the hermetic seal; (d) IGU has been retrofitted with a film adhered to any annealed glass surface; (e) IGU is damaged or altered by handling, storage, or installation contrary to standard industry practices as referenced by GANA, the FGMA glazing manual, or equivalent; (f) IGU is installed in a high moisture environment, including but not limited to water craft, swimming pool enclosures, greenhouses and commercial refrigeration products; (g) IGU is installed in a high vibration environment, including but not limited to motor vehicles and trailers; (h) IGU is installed in sloped glazing; (i) IGU was not paid for in full by the original Customer; (j) IGU in excess of 50 square feet; (k) use of materials or solvents, during installation or maintenance, that are not compatible with IGU sealants; (l) use of exterior applied muntin bars or grids on annealed IGU; (m) adhesives or glues are used to attach insulation or other materials to the factory-applied opacifier; (n) the Spandrel Coating has been glazed to the exterior of the building; or (o) IGU was discarded or destroyed.

Caution: Federal, state and local laws require the use of safety glazing materials in certain applications. The use of unmarked (NO LOGO) or non-compliant safety glazing materials in specific hazardous locations as defined by code is unlawful and hazardous. The installer is solely responsible for using the appropriate glazing material and to insure non-safety glazing material is not used in, or resold for use in hazardous or illegal situations.

THIS LIMITED EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NO LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER WARRANTY OBLIGATION ON THE PART OF THE SELLER. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT LOSSES OR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS. SUCH EXCLUDED LOSSES AND ITEMS INCLUDE, WITHOUT LIMITATION, COSTS OF REMOVAL AND REINSTALLATION OF ANY PRODUCT OR COMPONENT, LOSS OF GOODWILL, LOST PROFITS, DELAY AND LOSS OF USE. SELLER'S LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT WHICH GIVES RISE TO THE CLAIM. SELLER SHALL NOT BE LIABLE FOR PENALTIES OF ANY KIND.

No dealer, distributor, installer, contractor, or sales representative of UPG has the authority to alter or modify this warranty in any manner unless agreed to in writing by an officer of United Plate Glass Company.

Project:

Purchaser:

Date of Manufacture:

Authorized Signature:

Date:

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