

MSVD Low-E Coated Flat Glass Warranty

Applies to Sungate® 400, Sungate 460 and 460VT, Solarban® 60 and 60 VTII, Solarban 65 and 65VT, Solarban 70 and 70VT, Solarban 72VT, Solarban 90VT, Solarban R67VT, Solarban R77VT and Solarban R100VT Coated Glasses

Vitro Flat Glass LLC ("Vitro") warrants only to its immediate customers that the coating of its *SUNGATE* or *SOLARBAN* Glass ("the *Product*") will not peel under normal weather conditions when assembled with the coated surface toward the airspace of its customer's flat insulating glass units, when such insulating glass units have been assembled according to Vitro's recommendations and when the hermetic seal of such insulating glass units has not failed.

Vitro's warranty on the *Product* installed in North America shall extend for a period of ten years, except as noted below, after the date of sale, on *Product* produced after the below listed revision date. If Vitro elects to supply another *Product* as described below, the warranty on said *Product* will extend for the balance of the original warranty period.

EXCEPTIONS TO THE TEN YEAR WARRANTY PERIOD	
APPLICATION	WARRANTY PERIOD USA and CANADA
Butt-Joint Glazing	No Warranty
Laminated Constructions ¹	No Warranty ²
Spandrel Applications with Applied Insulation	No Warranty
Bent Constructions ³	No Warranty ⁴
Ceramic Ink Applications on top of the MSVD Coating ⁵	No Warranty ⁶

¹ Applicable to laminates where the *SUNGATE* or *SOLARBAN* coating is in direct contact with an approved interlayer material, whether used monolithically or as a component in an insulating glass unit and meet the requirements detailed in the "MSVD Temperable Low-E Coated Glass Manual for Vitro Certified™ Network members".

² A five year warranty is offered only to Vitro's immediate customers who are current members of the Vitro Certified™ Laminator program.

³ Applicable to bent constructions that meet the requirements detailed in the "MSVD Temperable Low-E Coated Glass Manual for Vitro Certified™ Network members" and limited to VT Temperable *Product* only.

⁴ A five year warranty is offered only to Vitro's immediate customers who are current members of the Vitro Certified™ Networks.

⁵ Applicable to applications where the ceramic ink is applied directly on top of the MSVD coating and meets the requirements detailed in TD-518, *Requirements for Printing Ceramic Ink on Top of Solarban® Low-e Coatings* and limited to VT temperable *Product* only.

⁶ A five year warranty is offered only to Vitro's immediate customers who are current members of the Vitro Certified™ Networks.

VITRO MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE PRODUCT AND/OR ANY OTHER MATTER, AND ALL SUCH WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, VITRO DOES NOT MAKE ANY WARRANTY OF ANY KIND FOR GLASS BREAKAGE, IMPROPER USAGE, IMPROPER STORAGE, FAILURE OF PRODUCT ON ACCOUNT OF FAULTY INSTALLATION OR BUILDING CONSTRUCTION OR DESIGN, IMPROPER HANDLING, OR FAILURE TO FOLLOW VITRO'S INSTRUCTIONS REGARDING THE PRODUCT. Further, Vitro assumes no responsibility for scratches or abrasions of any kind, including without limitation, those which may occur as a result of abnormal weather conditions, if abrasive cleaners are used on the surfaces, or if acids, alkalis or other chemicals are used to wash the glass or surfaces around the glass.

In the event the *Product* fails to conform to the Vitro warranty described above and customer wishes to assert a warranty claim, as a prior condition to any warranty obligation of Vitro hereunder, the customer (i) must have fully and finally paid for the *Product* it purchased from Vitro; and (ii) must provide written notice to Vitro of its warranty claim during the warranty period. Such written notice must include proof of purchase, proof of payment and a written description of the alleged defect. If such a warranty is deemed applicable and claim requirements are met, Vitro shall, at its option, furnish the customer with another *Product*, F.O.B. nearest Vitro shipping point, or refund the purchase price of the *Product*. This shall be Customer's sole and exclusive remedy for Vitro's breach of the warranty.

IN NO EVENT SHALL VITRO BE LIABLE TO ITS IMMEDIATE CUSTOMER OR ANY THIRD PARTY FOR ANY DIRECT (OTHER THAN AS INDICATED IN THE PRECEDING PARAGRAPH), INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS FOR ANY REASON UNDER ANY THEORY OF RECOVERY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, CONTRACT, WARRANTY, STRICT LIABILITY, TORT OR ANY OTHER CAUSE OF ACTION.