

Ceramic Frit Spandrel Glass Limited Warranty



United Plate Glass Company (UPG) warrants its Ceramic Frit Spandrel Glass for ten (10) years after the date of manufacture against deterioration of the coating due to faulty manufacturing by United Plate Glass. This exclusive, limited warranty is only extended to UPG's immediate customer, and is not extended and shall not apply to any person or entity other than said customer.

Liability under this Warranty for a defective Spandrel Glass is limited, at UPG's sole option, to either replace such Spandrel Glass without charge to the original purchaser or, to refund 100% of UPG's original selling price for such Spandrel Glass. The replacement Spandrel Glass 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 Spandrel Glass prior to its removal from the 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) the Spandrel Glass is damaged or altered by handling, storage, or installation contrary to standard industry practices as referenced by GANA, the FGMA glazing manual, or equivalent; (b) the Spandrel Glass adhesives or glues are used to attach insulation or other materials to the factory-applied opacifier; (c) the Spandrel Glass has been retrofitted with a solar contact film, sign, or similar device; (d) the Spandrel Glass has been subjected to improper cleaning practices; (e) the Spandrel Coating has been glazed to the exterior of the building; (f) the Spandrel Glass has been used or installed in high-moisture or high-vibration environments; (g) the Spandrel Glass has been installed in slope glazing and/or skylights; (h) the Spandrel Glass was not paid for in full by the original purchaser; (i) the Spandrel Glass was discarded or destroyed.

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.

If the Spandrel Glass is fabricated as part of an Insulating Glass Unit, all warranties and disclaimers for United Plate Glass Dual-Seal Insulating Glass Units apply as well.

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.

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