

LIMITED WARRANTY

LIMITED WARRANTY OF HEAT STRENGTHENED OR TEMPERED GLASS. Vitrum Industries Ltd. a British Columbia corporation and Vitrum Glass Ltd., an Alberta Corporation (collectively "Vitrum") warrants only to the original non-consumer Customer for a period of one (1) year from the date of sale to the Customer (the "Limited Warranty Period") that heat strengthened and tempered glass products produced by Vitrum and purchased by the Customer meet (at the time of sale) ASTM Standard Specification C1048.

LIMITED WARRANTIES OF LAMINATED GLASS. Vitrum warrants only to the original non-consumer Customer for a period of five (5) years from the date of sale to the Customer (the "Limited Warranty Period"), that laminated glass products produced by Vitrum and purchased by the Customer will not have defects in materials or workmanship that cause edge separation or delamination of the laminated glass resulting in materially obstructed vision through the laminated glass.

LIMITED WARRANTIES OF FLOAT MIRROR. Vitrum warrants only to the original non-consumer Customer for a period of five (5) years from the date of sale to the Customer (the "Limited Warranty Period"), that Float Mirror products produced by Vitrum and purchased by the Customer will not have defects in materials or workmanship that cause discolouration, black spots and/or clouding of the silver film.

LIMITED WARRANTY FOR INSULATING GLASS UNITS. Vitrum warrants only to the original non-consumer Customer for a period of five (5) years from the date of manufacture of the unit (the "Limited Warranty Period") that insulating glass units produced by Vitrum and purchased by the Customer 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 seal which is due to defects in material or workmanship.

SOLE REMEDIES APPLICABLE TO LIMITED WARRANTIES LISTED ABOVE. If any breach of either of the preceding Limited Warranties is reported to Vitrum in writing and accompanied by proof of purchase, before the end of the applicable Limited Warranty Period, Vitrum, at its exclusive option, will upon confirmation of the existence of a defect covered by the applicable Limited Warranty either:

- Provide a replacement Product to the Customer in exchange for the defective product or,
- If the product is no longer available, a replacement suitable in the sole opinion of Vitrum, that constitutes a comparable replacement, or
- Refund to the Customer Vitrum's original selling price for such defective Product. If Vitrum elects to supply a replacement Product, any Limited Warranty that would otherwise apply to such replacement Product will only extend for a Limited Warranty Period equal to the remaining balance of the original Limited Warranty Period for the defective Product. All replacement Products will be provided FOB Vitrum.

DISCLAIMER OF IMPLIED & OTHER WARRANTIES. THE PRECEDING EXPRESS LIMITED WARRANTIES ARE THE EXCLUSIVE WARRANTIES MADE BY VITRUM NOTWITHSTANDING ANY OTHER DOCUMENT OR PROVISION INCLUDING WITHOUT LIMITATION ANY SPECIFICATIONS. VITRUM MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS SOLD IN CONNECTION WITH THIS DOCUMENT, WHETHER (a) AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR ANY OTHER MATTER; (b) ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE; or (c) THAT THE PRODUCTS WILL BE FREE FROM INFRINGEMENT OR VIOLATION OF ANY RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS, OF THIRD PARTIES. THESE DISCLAIMERS SHALL APPLY EVEN IF ONE OF THE PRECEDING LIMITED WARRANTIES FAILS OF ITS ESSENTIAL PURPOSE.

EXCLUSIVE REMEDIES. THE EXPRESS REMEDIES STATED IN THIS DOCUMENT WILL BE THE EXCLUSIVE REMEDIES AVAILABLE TO THE CUSTOMER AGAINST VITRUM FOR ANY DEFECTS IN THE PRODUCTS SOLD IN CONNECTION WITH THIS DOCUMENT OR FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION, VITRUM'S NEGLIGENCE. The purpose of the express exclusive remedies is to provide the Customer with the replacement of, or to enable the Customer to return in exchange for cash consideration, products produced by Vitrum which are found to be defective under one of the preceding Limited Warranties. These exclusive remedies will not be deemed to have failed of their essential purpose as long as Vitrum is willing and able to replace such defective products in the prescribed manner or willing to accept return of such defective products in exchange for the stated cash consideration. Vitrum reserves the right to inspect, in the field, any product that is alleged to be defective in order to confirm the validity of the warranty claim. VITRUM WILL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, WHETHER FOR DEFECTIVE OR NONCONFORMING PRODUCTS, BREACH OR REPUDIATION OF ANY TERM OR CONDITION OF THIS DOCUMENT, NEGLIGENCE, OR ANY OTHER REASON. THESE EXCLUSIVE REMEDIES SHALL BE THE CUSTOMER'S EXCLUSIVE REMEDIES EVEN IF ONE OF THE PRECEDING LIMITED WARRANTIES FAILS OF ITS ESSENTIAL PURPOSE. FOR PURPOSES OF THIS SECTION, "VITRUM" INCLUDES VITRUM'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS. IN NO EVENT SHALL THE TOTAL COLLECTIVE CUMULATIVE LIABILITY OF VITRUM, ITS EMPLOYEES, OFFICERS, AGENTS, AND DIRECTORS EXCEED THE AMOUNT PAID TO VITRUM BY THE CUSTOMER FOR THE PRODUCT FROM WHICH SUCH LIABILITY AROSE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE MOST RECENT CLAIM BY THE CUSTOMER.

LIMITATIONS APPLICABLE TO ALL LIMITED WARRANTIES. The preceding Limited Warranties are given only to the Customer who is the first non-consumer purchaser of the relevant product, and are not given to any subsequent owners or any other user of such product or any other person or entity. Vitrum will have no obligation or liability under the preceding Limited Warranties until payment in full by the Purchaser and only if such payment is made in full on or prior to the date on which such payment is due. The preceding Limited Warranties do not apply to alleged defects resulting from or related to: improper use or applications, persistent exposure to moisture in the sash, misuse, rough handling, job site/window cleaning scratching or other abuse, failure to adhere to applicable instructions, glass breakage, tampering, neglect or any reason not related to defects in material or workmanship of the relevant product. The preceding Limited Warranties do not apply if the glass or surrounding areas, is subjected to improper cleaning including, but not limited to, abrasive cleaners, stiff brushes, sharp objects, strong alkalis, acids, or other chemicals or cleaning materials which do not comply with the Nation Standard of Canada CAN2-2.55-M85, Glass cleaners. The preceding Limited Warranties do not apply to products that have been used in conjunction with thermal drapes or similar devices, or if blinds or other window shading devices have not been installed with proper clearances, or if any film, sign or similar device is applied to the surface of the product. The preceding Limited Warranties do not apply to if the glass has been installed with non-compatible sealants, including, but not limited to, compounds, tapes, paints, lubricants or solvents. The preceding Limited Warranties respecting Heat Strengthened and Tempered Glass will also not apply to products that are subjected to additional fabrication (e.g. grinding, polishing, drilling, etc.) or exposed to temperatures in excess of 400° F for a sustained period of time. The preceding Limited Warranties respecting Laminated Glass Products will also not apply if there is incompatibility of the interlayer with other materials used in conjunction with the Laminated Glass Product, the Laminated Glass Product is exposed to corrosive materials, or if the laminated glass is installed in a system that does not include a weep system or some means of water repulsion, or if the laminated glass is used in a butt joint or structural glazing system, or, if the edges of the glass are not concealed in a glazing system, or if the Laminated Glass has not been installed within thirty (30) days of delivery. The preceding Limited Warranties respecting Float Mirror will also not apply to products installed with a mastic other than Vitrum approved mastic or polymer mastic, or if the product is subject to a foreign matter on Mirror back, including, but not limited to drippings from cleaning. The preceding Limited Warranties respecting Insulating Glass Units ("the Unit") will not apply if any breather tubes in the Unit have not been properly crimped and sealed within ten (10) days after ship date from Vitrum, or, if the Unit is damaged by improper shipping, handling, or storage, or strain caused by movement of the framing or building, or if the Unit is not installed in accordance with the recommendations made by the Insulated Glass Manufacturers Association, or, if the Unit is used in a watercraft, land vehicles, trailers, swimming pool enclosures, saunas, greenhouses, zoos, solar collectors or any installation where the unit is subjected to mechanical stress, heat or humidity that is in excess of the conditions normally experienced in conventional applications, or, if the Unit has been installed in such a manner that adequate allowance has not been made for expansion and contraction of the Unit and its supporting structure, or, if the Unit is installed with incompatible glazing or other materials, or, if the Unit is used in any sloped glazing (tilted inward or outward in excess of fifteen (15) degrees from vertical), or, if the Unit does not have four (4) 90 degree corners. This document cannot be amended or modified except in writing and signed by an authorized officer of Vitrum. No claim or right of Vitrum arising out of any breach of any of the Customer's obligations to Vitrum may be discharged by any purported waiver or renunciation unless such waiver or renunciation is made expressly by Vitrum in writing and is supported by consideration.

PRODUCT SUITABILITY. Annealed glass is not suitable for use in locations identified as "hazardous" in certain building codes and federal laws. The Customer has the responsibility to use safety glazing materials (e.g. tempered glass or laminated glass) in hazardous locations. The Customer is solely responsible for determining whether a product purchased from Vitrum is suitable for the Customer's needs or application. Although Vitrum may be asked to provide information about its product(s) in a proposed application or make information or its opinions available from time to time, Vitrum will not, by responding to requests for or otherwise providing opinions or information, assume any responsibility for the design or suitability of the Customer's product(s) in the proposed application, the Customer's methods, processes or products, to supplement any opinions or information provided or to make further information available. The Customer will at all times be responsible for determining the suitability of Vitrum's or Vitrum's affiliates' recommendations, advice, processes, services, and products for use in the Customer's own applications and for identifying and performing to the Customer's satisfaction all quality control tests, analyses, forecasts, and other tests and examinations necessary to assure that the Customer's products and services will be safe, acceptable and suitable for use under end-use conditions.

ARGON FILLED INSULATED GLASS UNITS. Vitrum does not provide any warranty concerning argon content or effectiveness. Vitrum will supply argon units utilizing best available practices and a good faith effort to reach the highest possible fill rates in accordance with British Standards BS EN 1279-6:2002 and BS EN 1270-6:2002. Currently this is the only claim or assurance we make regarding in Insulated Glass Units produced by Vitrum.