Glaz-Tech Industries, INC. 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 Glaz-Tech Industries (“Heat Strengthened Glass”) and (“Tempered Glass”) and purchased by the Customer meet at the time of sale ASTM Standard Specification C1048 Standard Specification for Heat Treated Flat Glass - Kind HS, Kind FT Coated and Uncoated Glass. Tempered glass meets all safety glazing standards including the federal safety glazing standard, CPSC 16 CFR 1201. Glaz-Tech Industries also warrants only to the original non-consumer Customer (the “Limited Warranty Period”) that Tempered Glass Products produced by Glaz-Tech Industries (“Tempered Glass”) and purchased by the Customer meet at the time of sale the requirements of the Safety Glazing Certification Council (“SGCC”).

SOLE REMEDIES APPLICABLE TO LIMITED WARRANTIES OF HEAT STRENGTHENED GLASS AND TEMPERED GLASS.

If any breach of any one of the preceding Limited Warranties respecting Heat Strengthened Glass and Tempered Glass (the relevant product(s) is (are) the “Product(s)”) is reported to Glaz-Tech Industries before the end of the applicable Limited Warranty Period by the Customer, Glaz-Tech, at its exclusive option, will upon confirmation of the existence of a defect covered by the applicable Limited Warranty either:

a. Provide a replacement Product to the Customer in exchange for the defective Product or,
b. Refund to the Customer Glaz-Tech’s original selling price for such defective Product. If Glaz-Tech elects to supply a 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 Glaz-Tech’s nearest plant.

PRODUCT SUITABILITY. Annealed glass is not suitable for use in locations identified as “hazardous” in certain building codes and federal laws. Heat strengthened glass DOES NOT satisfy safety glazing requirements. 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 Glaz-Tech is suitable for the Customer’s needs or application. Although Glaz-Tech 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, Glaz-Tech 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 Glaz-Tech’s or Glaz-Tech’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.

LIMITATIONS APPLICABLE TO ALL LIMITED WARRANTIES. The preceding Limited Warranties do not apply to alleged defects resulting from or related to: improper use or applications, 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 respecting Heat Strengthened and Tempered Glass will also not apply to products that are subjected to additional fabrication (e.g. grinding, drilling, sandblasting, etc.) or exposed to temperatures in excess of 400° F for a sustained period of time.

This document cannot be amended or modified as against Glaz-Tech Industries except by a writing signed by an authorized officer of Glaz-Tech. No claim or right of Glaz-Tech arising out of any breach of any of the Customer’s obligations to Glaz-Tech may be discharged by an purported waiver or renunciation unless such waiver or renunciation is made expressly by Glaz-Tech in writing and is supported by consideration.