

CARDINAL CG COMPANY LIMITED WARRANTY-MONOLITHIC NEAT® GLASS

LIMITED WARRANTY-MONOLITHIC NEAT® GLASS. Cardinal CG Company, a Wisconsin corporation which does business as "Cardinal CG" ("Cardinal"), warrants only to the original non-consumer Customer for a period of ten (10) years from the date of Cardinal's manufacture (the "Limited Warranty Period") that monolithic glass products produced by Cardinal, purchased by the Customer and sold by Cardinal as coated with Cardinal's Neat® coating ("Neat®" and "Monolithic Neat® Glass", respectively) will in fact have been coated with the Neat® coating consistent with Cardinal's published specifications (the "Neat® Glass Specifications") at the time of Cardinal's production of the Monolithic Neat® Glass.

SOLE REMEDIES APPLICABLE TO LIMITED WARRANTY OF MONOLITHIC NEAT® GLASS. If any breach of the preceding Limited Warranty respecting any Monolithic Neat® Glass product is reported to Cardinal by the Customer before the end of the Limited Warranty Period, Cardinal, at its exclusive option, will upon confirmation by Cardinal that the Monolithic Neat® Glass product did not meet the Neat® Glass Specifications at the time of Cardinal's production of the Monolithic Neat® Glass either:

a. Provide a replacement Monolithic Neat® Glass product to the Customer in exchange for the Monolithic Neat® Glass product which did not meet the Neat® Glass Specifications, or

b. Refund to the Customer 100% of Cardinal's original selling price for the Monolithic Neat® Glass product which did not meet the Neat® Glass Specifications. If Cardinal elects to supply a replacement Monolithic Neat® Glass product, any Limited Warranty that would otherwise apply to such replacement Monolithic Neat® Glass product will only extend for a Limited Warranty Period equal to the remaining balance of the original Limited Warranty Period for the Monolithic Neat® Glass product which did not meet the Neat® Glass Specifications at the time of Cardinal's production of the Monolithic Neat® Glass. All replacement Monolithic Neat® Glass products will be provided FOB Cardinal's nearest plant.

DISCLAIMER OF IMPLIED & OTHER WARRANTIES. THE PRECEDING EXPRESS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY MADE BY CARDINAL RESPECTING MONOLITHIC NEAT® GLASS AND CARDINAL MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO MONOLITHIC NEAT® GLASS, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER.

EXCLUSIVE REMEDIES. THE EXPRESS REMEDIES STATED IN THIS DOCUMENT WILL BE THE EXCLUSIVE REMEDIES AVAILABLE TO THE CUSTOMER AGAINST CARDINAL FOR ANY DEFECTS IN MONOLITHIC NEAT® GLASS OR FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER WITH RESPECT TO MONOLITHIC NEAT® GLASS, INCLUDING WITHOUT LIMITATION, CARDINAL'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 Cardinal which are found to be defective under the preceding Limited Warranty. These exclusive remedies will not be deemed to have failed of their essential purpose as long as Cardinal 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. CARDINAL 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.

LIMITATIONS APPLICABLE TO THE LIMITED WARRANTY. The preceding Limited Warranty is given only to the Customer who is the first non-consumer purchaser of a Monolithic Neat® Glass product, and is not given to any subsequent owners or any other user of such Monolithic Neat® Glass product or any other person or entity. The preceding Limited Warranty does 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 Monolithic Neat® Glass product. The preceding Limited Warranty will not apply to Monolithic Neat® Glass 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. The preceding Limited Warranty will not apply unless: (i) there is no incompatibility of the coating with materials used in the manufacture, installation and maintenance of the sealed insulating glass unit and window (e.g. sealants, desiccants, gases, muntin bars, etc.), and (ii) corrosive materials, including but not limited to sulfur or chlorine, are not present at any time, whether in, about or outside the airspace.

This document cannot be amended or modified as against Cardinal except by a writing signed by an authorized officer of Cardinal. No claim or right of Cardinal arising out of any breach of any of the Customer's obligations to Cardinal may be discharged by any purported waiver or renunciation unless such waiver or renunciation is made expressly by Cardinal 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 Cardinal is suitable for the Customer's needs or applications. Although Cardinal 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, Cardinal 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 Cardinal's or Cardinal'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.

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