

CARDINAL CG COMPANY LIMITED WARRANTY

LIMITED WARRANTY OF HEAT STRENGTHENED OR TEMPERED 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 one (1) year from the date of sale to the Customer (the "Limited Warranty Period") that heat strengthened and tempered glass products produced by Cardinal ("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. Cardinal also 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 Tempered Glass products produced by Cardinal ("Tempered Glass") and purchased by the Customer meet at the time of sale the requirements of the Safety Glazing Certification Council ("SGCC").

LIMITED WARRANTY OF MONOLITHIC LoE GLASS. 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 LoE products produced by Cardinal ("Monolithic LoE Glass") and purchased by the Customer will not have defects in material or workmanship which causes visible deterioration of the coating of such Monolithic LoE Glass when such Monolithic LoE Glass is used as one lite of a sealed insulating glass unit where the coated glass lite is assembled with its coated surface toward the airspace (Surface #2 or #3).

SOLE REMEDIES APPLICABLE TO LIMITED WARRANTIES OF HEAT STRENGTHENED GLASS, TEMPERED GLASS AND MONOLITHIC LoE GLASS. If any breach of any one of the preceding Limited Warranties respecting Heat Strengthened Glass, Tempered Glass and Monolithic LoE Glass (the relevant product(s) is(are) the "Product(s)") is reported to Cardinal before the end of the applicable Limited Warranty Period by the Customer, Cardinal, 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 Cardinal's original selling price for such defective Product. If Cardinal 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 Cardinal's nearest plant.

LIMITED WARRANTY OF LoE² PLUS[®] GLASS. Cardinal warrants only to the original

non-consumer Customer for a period of period of ten (10) years from the date of Cardinal's manufacture (the "Limited Warranty Period") that monolithic glass products produced by Cardinal which are coated with Cardinal's LoE² Plus[®] coating ("Plus" and "Monolithic Plus Glass", respectively) and purchased by the Customer will not have defects in material or workmanship which causes visible peeling, cracking or flaking of the Plus coating of such Monolithic Plus Glass when such Monolithic Plus Glass is used as one lite of a sealed insulating glass unit where the coated glass lite is assembled with its coated surface toward the exterior of the structure (Surface #1).

SOLE REMEDIES APPLICABLE TO LIMITED WARRANTIES OF MONOLITHIC PLUS GLASS. If any breach of the preceding Limited Warranty respecting any Monolithic Plus Glass product is reported to Cardinal before the end of the Limited Warranty Period by the Customer, Cardinal, at its exclusive option, will upon confirmation of the existence of a defect covered by the Limited Warranty either:

a. Provide a replacement Monolithic Plus Glass product to the Customer in exchange for the defective Monolithic Plus Glass product and grant to the Customer a reglazing allowance equal to 50% of Cardinal's original selling price of such defective Monolithic Plus Glass product or,

b. Refund to the Customer 150% of Cardinal's original selling price for such defective Monolithic Plus Glass product. If Cardinal elects to supply a replacement Monolithic Plus Glass product, any Limited Warranty that would otherwise apply to such replacement Monolithic Plus Glass product will only extend for a Limited Warranty Period equal to the remaining balance of the original Limited Warranty Period for the defective Monolithic Plus Glass product. All replacement Monolithic Plus Glass products will be provided FOB Cardinal's nearest plant.

LIMITED WARRANTY OF MONOLITHIC NEAT[®] GLASS. 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.

LIMITED WARRANTY OF FRONT SURFACE MIRROR GLASS. Cardinal warrants only to the original non-consumer Customer for a period of period of ninety (90) days from the date of Cardinal's original shipment of the product (the "Limited Warranty Period") that monolithic glass products produced by Cardinal which are coated with Cardinal's front surface mirror coating ("Front Surface Mirror Glass" and "Front Surface Mirror Coating", respectively) and purchased by the Customer will not fail in normal use because of defects in material or workmanship or a failure of the Front Surface Mirror Coating to comply with Cardinal's applicable specification for such coating.

SOLE REMEDIES APPLICABLE TO LIMITED WARRANTY OF FRONT SURFACE MIRROR GLASS. If any breach of the preceding Limited Warranty respecting any Front Surface Mirror Glass product is reported to Cardinal in writing before the end of the Limited Warranty Period by the Customer and not later than thirty (30) days after the claimed defect is discovered, Cardinal, at its exclusive option, will after return of the allegedly defective product to Cardinal by the Customer at the Customer's expense upon confirmation of the existence of a defect covered by the Limited Warranty either:

a. Provide a replacement Front Surface Mirror Glass product to the Customer in exchange for such defective Front Surface Mirror Glass product or,

b. Refund to the Customer Cardinal's original selling price for such defective Front Surface Mirror Glass product. If Cardinal elects to supply a replacement Front Surface Mirror Glass product, any Limited Warranty that would otherwise apply to such replacement Front Surface Mirror Glass product will only extend for a Limited Warranty Period equal to the remaining balance of the original Limited Warranty Period for the defective Front Surface Mirror Glass product. All replacement Front Surface Mirror Glass products will be provided FOB Cardinal's nearest plant.

DISCLAIMER OF IMPLIED & OTHER WARRANTIES. THE PRECEDING EXPRESS LIMITED WARRANTIES ARE THE EXCLUSIVE WARRANTIES MADE BY CARDINAL NOTWITHSTANDING ANY OTHER DOCUMENT OR PROVISION INCLUDING WITHOUT LIMITATION ANY SPECIFICATIONS AND CARDINAL 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 CARDINAL FOR ANY DEFECTS IN THE PRODUCTS SOLD IN CONNECTION WITH THIS DOCUMENT OR FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, 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 any one of the preceding Limited Warranties. 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. 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, "CARDINAL" INCLUDES CARDINAL'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS. IN NO EVENT SHALL THE TOTAL COLLECTIVE CUMULATIVE LIABILITY OF CARDINAL, ITS EMPLOYEES, OFFICERS, AGENTS, AND DIRECTORS EXCEED THE AMOUNT PAID TO CARDINAL 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. 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 respecting Heat Strengthened, Tempered Glass, Monolithic LoE Glass, Monolithic Plus Glass or Monolithic Neat[®] Glass products will also not apply to products that are subjected to additional fabrication (e.g. grinding, drilling, sandblasting, etc.) or, in the case of Heat Strengthened, Tempered Glass or non-temperable Monolithic LoE Glass, are exposed to temperatures in excess of 400° F for a sustained period of time. The preceding Limited Warranties respecting Monolithic LoE Glass, Monolithic Plus Glass or Monolithic Neat[®] Glass products will also not apply unless: (i) the frost point of the sealed insulating glass unit in which such Monolithic LoE Glass or Monolithic Plus Glass is used is and remains 0° F or lower, (ii) the coating was deleted to an extent satisfactory to Cardinal from the perimeter edge of the Monolithic LoE Glass to which the sealant is exposed prior to the assembly of the sealed insulating glass unit, (iii) there is no incompatibility of the coating with materials used in the manufacture of the sealed insulating glass unit (e.g. sealants, desiccants, gases, muntin bars, etc.), and (iv) corrosive materials, including but not limited to sulfur or chlorine, are not present in the airspace. The limitations recited in clauses (i) and (ii) of the immediately preceding sentence do not apply to Monolithic Plus Glass or Monolithic Neat[®] Glass products. The preceding Limited Warranty respecting Front Surface Mirror Glass will also not apply if the Front Surface Mirror Glass product has been accidentally damaged, disassembled, modified, misused, repaired, reworked, neglected, improperly installed, improperly stored, improperly handled or otherwise abused, used in conjunction with another product that is electronically or mechanically incompatible or of an inferior quality, used in applications which exceed the relevant specification or used in hazardous activities.

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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