



# Cardinal FG Limited Warranty

**LIMITED WARRANTY OF FLOAT GLASS.** Cardinal FG Company, a Wisconsin corporation, which does business as "Cardinal FG" and "Cardinal TG" ("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 float glass products produced by Cardinal ("Float Glass") and purchased by the Customer meet at the time of such sale ASTM Specification C1036 Standard Specification for Flat Glass.

**LIMITED WARRANTY OF HEAT STRENGTHENED OR TEMPERED GLASS.** 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").

**SOLE REMEDIES APPLICABLE TO LIMITED WARRANTIES OF FLOAT GLASS, HEAT STRENGTHENED GLASS AND TEMPERED GLASS.** If any breach of any one of the preceding Limited Warranties respecting Float Glass, Heat Strengthened Glass and Tempered 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.

**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, 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 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 application. 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 suit-

ability 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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