

LIMITED WARRANTY AND REMEDY INSULATING GLASS UNIT

This is to certify that Kawneer Company, Inc. (Kawneer) hereby warrants to its customers and all subsequent purchasers and owners of the project incorporating Kawneer products (hereinafter "Customer(s)"), subject to every term, condition and limitation stated herein, will be free from material obstruction of vision resulting from film formation or dust collection between the interior glass surfaces (hereinafter "Defects"), caused by failure of the window seals under conditions of normal use and service with the exception of commercially acceptable flaws found in standard window glass, the insulating glass unit supplied by it in factory-glazed form on the project as identified in the Project Warranty Cover Sheet for a period of five (5) years (unless otherwise stated in the Project Warranty Cover Sheet) from substantial completion of the project, provided however, that the Limited Warranty shall begin in no event later than six (6) months from the date of shipment by Kawneer for the start of the warranty period hereunder.

This Limited Warranty applies only if Kawneer's factory-glazed insulating glass products are installed and maintained according to Kawneer's recommended practices and installation instructions, and only to Defects occurring within five (5) years from the date of substantial completion of the project, provided however, that the limited warranty shall begin in no event later than six (6) months from the date of shipment by Kawneer and only if Kawneer is notified in writing within sixty (60) days after such Defects occur. Failure of the claiming party to notify Kawneer within such period shall automatically relieve Kawneer of any and all responsibility and/or liability under this Limited Warranty.

KAWNEER DOES NOT MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, FOR THE INSULATING GLASS OF ITS FACTORY-GLAZED PRODUCTS.

Kawneer products are produced for commercial applications. **THIS LIMITED WARRANTY DOES NOT COVER, AND KAWNEER HEREBY DISCLAIMS ALL LIABILITY FOR, ANY PRODUCTS USED IN RESIDENTIAL INDIVIDUAL DETACHED SINGLE FAMILY DWELLINGS. THIS LIMITED WARRANTY DOES NOT COVER, AND KAWNEER HEREBY DISCLAIMS ALL LIABILITY FOR ANY OF THE FOLLOWING:** (1) the manner of installation of the Kawneer windows; (2) any materials used during the installation of the Kawneer windows, or any lack of performance of Kawneer factory-glazed insulating glass units attributable to such items; (3) any particular application or selection of an insulating glass unit for any particular project or design; (4) Defects caused by depreciation, or normal wear or weathering; (5) any factory-glazed insulating glass unit which has been subject to abuse, fire, war, flood, earthquakes, acts of God, or to which parts not supplied by Kawneer have been added; and/or (6) products used for residential applications. All decisions regarding the existence of Defects and the occurrence of any of the matters described in the preceding paragraphs or affecting this warranty shall be made by Kawneer and shall be final and binding upon the parties.

The sole and exclusive remedy with respect to this Limited Warranty or with respect to any other claim relating to Defects or any other condition or use of the factory-glazed

insulating glass units supplied by Kawneer, however caused, and whether such claim is based upon warranty, contract, negligence, strict liability or any other theory, is limited solely to either the delivery of a replacement insulating glass unit to the shipping point nearest the place of installation or repayment by Kawneer of the purchase price paid to it, at the discretion of Kawneer. In no event shall Kawneer's liability under this warranty exceed the purchase price for its insulating glass unit. If Kawneer elects to repair or supply a replacement insulating glass unit, the warranty thereon will be for the balance of the unexpired, original warranty provided herein.

IN NO EVENT SHALL KAWNEER BE LIABLE FOR AND KAWNEER DISCLAIMS ANY AND ALL SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS USE, LOSS OF PROFITS OR GOOD WILL, OR OTHER COMMERCIAL LOSS OR INJURY.

This is the only Limited Warranty made in connection with the sale and distribution of the insulating glass unit of factory-glazed Kawneer products, except that the components of such product other than the insulating glass unit shall be warranted as set forth in Kawneer's standard material Limited Warranty and Remedy two-year warranty. No representative or any other person is authorized to make or makes any warranty, representation or promise with respect to the factory-glazed insulating glass unit.

This Limited Warranty will apply only to Kawneer product which is produced in Kawneer's plant(s) and used within North America (United States, including Hawaii, and Canada) unless Kawneer agrees otherwise in writing.

No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding on Kawneer unless made in writing and signed by a duly authorized officer of Kawneer.

All notices given under or pursuant to this Limited Warranty shall be in writing and sent by registered mail, postage paid, return receipt requested, to the party to whom such notices is to be given, as follows:

All such notices as set forth above shall be considered served when received.

Customer's agreement to and acceptance of this warranty shall be indicated by signing and returning a copy of the Project Warranty Cover Sheet, which is incorporated herein by reference.