



**Vitro Flat Glass LLC**

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**MSVD Low-E Coated Flat Glass Warranty (Rev. 31 January 2017)**

**Applies to Sungate® 400 and 400VT, Sungate 460 and 460VT, Solarban® 60 and 60 VTII, Solarban 67 and 67VT, Solarban 70XL and 70XLVT, Solarban 72VT, Solarban 90 and 90VT, Solarban z50 and z50VT, Solarban z75 and z75VT, and Solarban R100VT Coated Glasses**

Vitro Flat Glass LLC warrants only to its immediate customers that the coating of its *SUNGATE* or *SOLARBAN* Glass ("the *Product*") will not peel under normal weather conditions when assembled with the coated surface toward the airspace of its customer's flat insulating glass units, when such insulating glass units have been assembled according to Vitro's recommendations and when the hermetic seal of such insulating glass units has not failed.

Vitro's warranty on the *Product* installed in North America shall extend for a period of ten years, except as noted below, after the date of sale, on *Product* produced after the below listed revision date. If Vitro elects to supply another *Product* as described below, the warranty on said *Product* will extend for the balance of the original warranty period.

| EXCEPTIONS TO THE TEN YEAR WARRANTY PERIOD    |                          |
|---|--------------------------|
| APPLICATION                                   | WARRANTY PERIOD          |
|   | USA and CANADA           |
| Butt-Joint Glazing                            | No Warranty              |
| Laminated Constructions <sup>1</sup>          | No Warranty <sup>2</sup> |
| Spandrel Applications with Applied Insulation | No Warranty              |
| Bent Constructions <sup>3</sup>               | No Warranty <sup>4</sup> |

- <sup>1</sup> Applicable to laminates where the *SUNGATE* or *SOLARBAN* coating is in direct contact with an approved interlayer material, whether used monolithically or as a component in an insulating glass unit and meet the requirements detailed in the "MSVD Temperable Low-E Coated Glass Manual for Vitro Certified™ Network members".
- <sup>2</sup> A five year warranty is offered only to Vitro's immediate customers who are current members of the Vitro Certified™ Laminator program.
- <sup>3</sup> Applicable to bent constructions that meet the requirements detailed in the "MSVD Temperable Low-E Coated Glass Manual for Vitro Certified™ Network members" and limited to VT Temperable *Product* only.
- <sup>4</sup> A five year warranty is offered only to Vitro's immediate customers who are current members of the Vitro Certified™ Networks.

VITRO MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE *PRODUCT*, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY OTHER MATTER.

Vitro assumes no responsibility for (i) glass breakage, (ii) improper usage, (iii) failure of *Product* on account of faulty installation or building construction or design, (iv) improper handling or failure to follow Vitro's instructions regarding the *Product* and (v) any *Product* that is installed, used or consumed outside of North America, Latin-America and Caribbean. Further, Vitro assumes no responsibility for scratches or abrasions of any kind, including without limitation, those which may occur as a result of abnormal weather conditions, if abrasive cleaners are used on the surfaces, or if acids, alkalies or other chemicals are used to wash the glass or surfaces around the glass.

In the event that the *Product* fails to conform to the Vitro warranty described above, and if Vitro is notified, in writing, of such failure during the warranty period, then Vitro will, at its option, furnish the customer with another *Product*, F.O.B. nearest Vitro shipping point, or refund the purchase price of the *Product*. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL VITRO BE LIABLE TO ITS IMMEDIATE CUSTOMER OR ANY THIRD PARTY AS A RESULT OF THE SALE OR USE OF GLASS PRODUCT UNDER ANY THEORY OF RECOVERY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, STRICT LIABILITY OR TORT, OR FOR ANY DIRECT (OTHER THAN AS INDICATED IN THE IMMEDIATELY PRECEDING SENTENCE), INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS.

Vitro Proprietary Information