

MIRROR GLASS LIMITED WARRANTY

During a period of five (5) years from **date of manufacture**, Mirror Glass ("MIRROR GLASS") manufactured by Guardian Industries Corp., or its subsidiaries ("Guardian"), is warranted, to its immediate customer only, subject to the terms and conditions of this Mirror Glass Warranty ("Warranty"), not to contain silvering defects resulting in discoloration, black spots, or clouding of the silver film that materially obstructs the mirror image of the vision area.

In the event that the MIRROR GLASS product fails to conform to the Limited Warranty as described above, Guardian must be notified in writing of such failure at the plant from which the purchase was made. Liability under this Warranty for defective MIRROR GLASS product is limited, at Guardian's exclusive option, to Guardian replacing such MIRROR GLASS product without charge F.O.B nearest shipping point of Guardian to place of original delivery or, in the alternative, a refund of 100% of Guardian's original selling price for such MIRROR GLASS product. **Labor costs are not covered by this Warranty.** This Warranty does not apply to replacement MIRROR GLASS beyond the Warranty period applying to the original MIRROR GLASS. Guardian reserves the right to inspect any MIRROR GLASS product which is alleged to be defective prior to its removal from the glazing system, installation or fabrication location.

Guardian's liability shall be limited solely to its responsibilities under the Warranty. In no event shall Guardian be liable to any person or entity for indirect, special, incidental or consequential damages or charges for any reason.

CONDITIONS WHICH WILL VOID THE WARRANTY

If any of the following events have occurred, Guardian will have no liability under this Warranty:

If the Glass or coating/paint backing surface is broken or fractured.

If the Mirror Glass is subjected to standing water or other liquids.

If the Mirror Glass product is damaged or altered by handling, storage, fabrication, or installation contrary to Guardian's written instructions attached and incorporated by reference or industry standards GANA - *Glass Association of North America, which includes these former independent associations: FGMA, LSGA, and GTA*; SIGMA - *Sealed Insulating Glass Manufacturers Association*; IGMAC - *Insulating Glass Manufacturers Association of Canada*; NAAMM - *North American Association of Mirror Manufacturers*; and AAMA - *American Architectural Manufacturers Association* or equivalent.

If the Mirror Glass or coatings is attacked by incompatible glazing lubricants, glazing soaps, incompatible glazing gaskets, glazing sealants or silicones, incompatible cleaning fluids or moisture runoff, gluing or attachment of non-Guardian applied films, direct contact with paints, adhesives, solvents or insulation, or exposure to solvent or chemical fumes.

If the Mirror Glass was discarded or destroyed.

If the Mirror Glass is installed in swimming pool enclosures, bath enclosures, or commercial refrigeration products.

If the Mirror Glass is installed or used in an application other than indoor use.

EXCEPT FOR THE EXPRESS WARRANTY DESCRIBED ABOVE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES AND THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE MIRROR GLASS OR ANY PART OR COMPONENT THEREOF AND NO WARRANTY SHALL BE IMPLIED BY OPERATION OF LAW OR OTHERWISE.

No variation or change from this warranty will be binding upon Guardian unless made in writing and signed by an officer of Guardian.

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