

## PILKINGTON ARCHITECTURAL GLASS WARRANTY

This warranty is provided by the NSG Group Affiliate (as defined below) that you have a contractual relationship with. Any reference to Pilkington below shall be a reference to that NSG Group Affiliate. "Pilkington Affiliate" shall mean any Person who directly or indirectly, controls, is controlled by, or is under the common control with the NSG Group. The term "control" is used in the sense of the possession by a Person or a group of Persons acting in concert, directly or indirectly, of the right to direct or cause the direction of the management and policies of another Person, whether through the board of directors or ownership of voting rights by such other Person, by the Articles of Association or Bylaws, contract or otherwise. A Person or a group of Persons acting in concert shall be deemed to be in control of a body corporate if such Person or group of Persons is in a position to appoint or appoints the majority of the directors of such body corporate. "Person" shall mean and include any individual, legal entity, partnership firm, company, association, or body corporate.

This warranty covers Pilkington **Activ™**, Pilkington **Arctic Blue™**, Pilkington **Eclipse™** Gold, Pilkington **Eclipse™** Sunset Gold, Pilkington **Eclipse Advantage™**, Pilkington **Energy Advantage™**, Pilkington **EverGreen™**, Pilkington **K Glass™**, Pilkington **Mirropane™**, Pilkington **MirroView™**, Pilkington **Optimirror™**, Pilkington **Optiphon™**, Pilkington **Optifloat™**, Pilkington **OptiView™**, Pilkington **Optiwhite™**, Pilkington **Pyroshield™** 2, Pilkington **Reflite™**, Pilkington **Solar-E™**, Pilkington **SunShade™** Silver, Pilkington **SuperGrey™**.

### Glass Warranty

Pilkington warrants that, with proper handling and maintenance, each of its above named glass building products (or in the case of coated glass products, the glass to which the coating is applied) will meet Pilkington's own published standards, which can be found at [www.pilkington.com](http://www.pilkington.com) (current as of the date of original factory shipment by Pilkington) and specification details in the relevant external standards for glass and building (such as ASTM C1036 and/or EN572 for flat glass). A full list of standards can be found within the Pilkington Glass Handbook 2010 – BP Global Exports (or the Pilkington Glass Handbook in force from time to time). This warranty shall extend for a period of ten (10) years from the date of original factory shipment.

### Coating Warranty

Pilkington further warrants that, with proper handling and maintenance, the Pilkington applied coating on each of its above named coated glass building products will not peel under normal conditions for a period of ten (10) years from the date of original factory shipment. Pilkington further warrants that, with proper handling and maintenance, the applied coating on its Pilkington **Activ™** Self-Cleaning Glass will not be defective under normal conditions for a period of ten (10) years from the date of original factory shipment. For the purpose of this paragraph, a coating defect means only (i) failure of the special hydrophilic features of the Pilkington **Activ™** Self-Cleaning Glass that is evidenced by the fact that the contact angle of the water on the pane is more than 25 degrees in the manually cleaned and activated condition providing the handling and processing instructions with respect to the sealant recommendations have been followed or (ii) the complete de-lamination of the special coating that does not arise from any improper cleaning, handling or processing and is evident within ten (10) years from the date of original factory shipment.

### **Warranty Claims; Confirmation of Defect;**

Notwithstanding other provisions of the Pilkington warranties, any warranty claim will be void unless:

(a) such claim is made in writing and is received by Pilkington within thirty (30) days of the Discovery Date (as defined below). The Discovery Date is defined as the earlier of the date that an alleged defect is actually discovered or the date when such alleged defect should have been discovered (in Pilkington's sole opinion), and

(b) such alleged defect, has been confirmed as a defect on examination and/or laboratory analysis by a qualified representative from Pilkington (in Pilkington's sole opinion). Any waiver of the foregoing, including Pilkington's right to confirm defective products through inspection or laboratory testing, must be in writing and signed by Pilkington to be binding against Pilkington. Notwithstanding other provisions of the Pilkington warranties, any warranty claim will be void unless written notice of it is received by Pilkington before expiration of the warranty period.

### **Requirements for Proper Handling and Maintenance; Copies of Instructions**

Each of the foregoing warranties is subject to the products having been fabricated, transported, installed, used, cleaned and maintained, all in accordance with Pilkington's published instructions. It is essential that fabricators, glazing contractors, providers of cleaning services and end-users be familiar with such instructions. Copies of such instructions are available at [www.pilkington.com](http://www.pilkington.com).

### **ALL OTHER WARRANTIES ARE DISCLAIMED**

**THE FOREGOING ARE THE ONLY WARRANTIES FOR THE ABOVE NAMED PRODUCTS. EXCEPT FOR THE FOREGOING LIMITED WARRANTIES AND NOTWITHSTANDING ANY WARRANTIES THAT MAY BE MADE BY FABRICATORS, ASSEMBLERS OR DISTRIBUTORS TO THIRD PARTIES UPON ANY RE-SALE OF THE ABOVE NAMED PRODUCTS, PILKINGTON HEREBY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND TO ANY PERSON, WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF PILKINGTON'S KNOWLEDGE (IF ANY) OF THE INTENDED USE OF THE PRODUCTS.**

### **Limitation of Remedy: limitation of Liability**

Exclusive Remedy: Pilkington's sole liability under either of the foregoing warranties shall be limited to replacement of the Pilkington glass product that is confirmed to be defective with the same delivery terms as applied to the original shipment, or, at Pilkington's option, to refund the purchase price. If Pilkington elects to replace the product, the product furnished as such replacement will carry the same warranties for the balance of the original warranty period, and the same delivery terms that applied to the original shipment. Such replacement or refund is the **sole and exclusive remedy** provided under each of the foregoing warranties.

**Limitation of Liability:** In no event shall Pilkington or its directors, officers, employees or agents be liable (a) for glass breakage, for glass degradation, or coating damage caused by seal failure in an insulating unit or incompatible ceramic frits fired onto either surface of the glass, or in any case for any costs of removal, installation, or refabrication and reinstallation, for loss of use, or for incidental, consequential, or other damages of any kind; (b) for any costs of glass removal, installation or refabrication and reinstallation; (c) for direct damages in excess of the monetary amounts set forth in the exclusive remedy above; or (d) for any incidental, consequential, or other damages of any kind.