



Project Name \_\_\_\_\_

Form # JEB052

**ENVIROSPAN Ceramic-Frit Spandrel Glass  
LIMITED WARRANTY**

J. E. Berkowitz, L.P. (JEB), One Gateway Boulevard, Pedricktown, New Jersey, warrants that its ENVIROSPAN Ceramic-Frit Spandrel Glass will not develop peeling, cracking or deterioration of coating as a consequence of defective materials and/or workmanship for a period of five (5) years from the date of manufacture when such ENVIROSPAN Ceramic-Frit Spandrel Glass has been handled, stored, protected and installed according to JEB’s instructions, and/or applicable GANA Glazing Manual instructions.

If JEB elects to supply another product as described below, the warranty on the replacement lite will extend only for the balance of the original warranty period.

JEB MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING ENVIROSPAN CERAMIC-FRIT SPANDREL GLASS, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE OR ANY OTHER MATTER.

This limited warranty specifically excludes damage caused by others, including, but not limited to, improper usage, failure of ENVIROSPAN Ceramic-Frit Spandrel Glass due to faulty installation, building construction and/or design, improper handling, damage caused by abnormal weather conditions, cleaning solvents or other chemicals in contact with the glass, failure to follow JEB’s instructions regarding installation and maintenance of ENVIROSPAN Ceramic-Frit Spandrel Glass (refer to GANA Glazing Manual).

In the event that the warranted ENVIROSPAN Ceramic-Frit Spandrel Glass fails to conform to this limited warranty as described above, JEB reserves the right to inspect the product in the field or in the laboratory and will, at its sole option, and on a prorated cost basis, furnish the purchaser with another product, F.O.B. Pedricktown, New Jersey, or make a prorated refund of the purchase price of the ENVIROSPAN Ceramic-Frit Spandrel Glass. Any ENVIROSPAN product replaced will carry the balance of original warranty period. JEB will bear no other expense, such as labor costs of any kind associated with the removal and/or reinstallation of said product. The purchaser’s sole remedy in lieu of all incidental, special or consequential damages included in the event of negligence is limited to a refund or the procurement of another product as set forth above.

This limited warranty shall be governed by, and construed and interpreted in accordance with the laws of the State of New Jersey, without regard to principles of conflict of laws. Any dispute, action or proceeding arising out of or relating to this limited warranty shall be submitted to arbitration pursuant to the Construction Arbitration Rules of the American Arbitration Association (“AAA”), shall be venued in Salem County, New Jersey or the nearest AAA facility to Salem County, New Jersey, and shall be the parties’ exclusive method of dispute resolution. Any objection, which may now or hereinafter exist to the laying of venue and/or jurisdiction as set forth above is hereby waived. The bringing of any suit, action or proceeding, which is not in conformance with the foregoing, shall void this limited warranty.

This limited warranty shall apply only after JEB receives full payment for the materials which are the subject thereof.

NO EMPLOYEE, REPRESENTATIVE OR DISTRIBUTOR OF JEB IS AUTHORIZED TO MODIFY THE TERMS OF THIS LIMITED WARRANTY.

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J.E. Berkowitz, L.P.  
Officer of Company

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Date