

Product Warranty

Seller warrants to Purchaser only the Product(s) to be free from defects in material and workmanship for a period of ten (10) years from the date of delivery, subject to Seller's standard manufacturing and commercial variations and practice, and provided that such Product(s) have been installed and maintained in strict accordance with all applicable safety and building codes, any and all other applicable standards, and Seller's installation instructions. The forgoing Warranty is exclusive, and remedies provided for breach thereof are likewise exclusive. Seller makes no other representations or warranties to purchaser regarding the Product(s) and expressly disclaims and excludes all other implied or express warranties, including all warranties of merchantability and fitness for a particular purpose. Seller's Product Warranty does not apply to any Product(s) to the extent it has been subject to:

1. Other than normal wear and tear;
2. Improper installation of the Products, improper building practices or design not in accordance with the applicable building code or industry standards, or any deviation from approved construction plans or project specifications;
3. Improper installation, alteration, modification, or repair, tampering, negligence, maintenance, abuse, or accident;
4. Improper storage;
5. The negligence or willful misconduct of the builder, general contractor or professional installer or of any third party, including the building owner;
6. Acts of God, including but not limited to: fire, lightning, hurricane, and high winds;
7. Vandalism or harm caused by another;
8. Defects in the structure or a component of the structure (e.g., window, door, or wall system);
9. Contamination from building materials, or nonstandard use or application of the Product(s);
10. Foreign objects or agents, including the use of materials incompatible with Product materials;
11. Damage to property.

Liability is limited to repair or replacement, at Seller's option, of any defective Product(s). In no event shall the Seller be obligated to pay for the cost of labor for such repair or replacement. Seller is to be provided reasonable opportunity and access to inspect the installed Product(s) subject to the Warranty claim within ninety (90) days after Seller receives notice of potential claim. In no event will the Seller be liable or responsible for the provision of access to any inspection area(s). Purchaser is to provide to Seller samples of Product(s) subject to the Warranty claim in sufficient quantity in order to perform testing to determine whether or not the Product(s) failed due to causes set forth herein. Seller will repair or replace, at its option, Product(s) which upon inspection it finds to be defective, based on claims made in writing to Seller within a reasonable time after discovery. The above Warranty shall constitute Purchaser's exclusive remedy with respect to the Product(s) furnished hereunder.

Seller has no liability for any and all costs or expenses, judgments, or losses for alleged infringements of any patents or other proprietary rights which results from the compliance with Purchaser's designs, specifications or instructions. In no event shall Seller be liable or responsible to Purchaser or any other person for any special, indirect or consequential losses or damages, whether based on contract, tort, strict liability or other theory of law, even if Seller shall have been advised of the possibility of any such loss or damages, all such damages and claims being specifically disclaimed. In no event shall Seller's liability exceed the purchase price of the Product(s). The Seller shall not be liable for any consequential damages such as loss of profit or revenue, downtime costs, costs associated with the removal or reinstallation of its products or claims by third parties against the Purchaser. All claims with respect to the purchase and use of the Product(s), whether based on contract, breach of warranty, tort (including, but not limited to, negligence and strict liability) or otherwise must be made within thirty (30) days of the accrual of the cause of action.