

THE **GLENNY GLASS** co.

10 YEAR INSULATED GLASS WARRANTY

Glenny Glass Company makes no warranty, either expressed or implied, except that for a period of ten (10) years (five (5) years with muntin bars) from the date of manufacture, under normal conditions of service, material obstruction of vision resulting from film formation or dust or moisture collection between the interior surface of the insulating glass windows will not occur.

This warranty is effective only if installation is made in accordance with our specific instructions and does not apply to failure of the product on account of faulty installation or building construction or design or improper glazing procedures. This warranty shall additionally become null and void for all purposes if the insulated glass units are damaged by improper handling or if the insulated glass units are subjected to stresses resulting from localized application of heat which may cause excessive temperature differential over the glass surface or edges of the unit, or if strain is applied to the insulated glass units by movement of the building or if provisions have not been made in accordance with sound practice for adequate expansion or contraction of framing members.

Purchaser hereby expressly covenants and agrees that Glenny Glass Company shall have the sole and exclusive right to determine whether or not the failure of any insulated glass product is subject to coverage under the terms and conditions of this limited warranty agreement. The Glenny Glass Company's maximum liability under the terms of this warranty shall be the delivery of replacement units F.O.B. to the shipping point nearest the place of installation. Glenny Glass Company shall bear no other expense of any type or nature including labor cost. Purchaser hereby expressly covenants and agrees that purchaser's rights are limited to a refund of the purchase price or the furnishing of replacement product. The decision as to whether to refund monies paid or replace product shall remain solely and exclusively with Glenny Glass Company. Warranty does not apply to such replacement beyond the original ten (10) year (five (5) years with muntin bars) period applying to the original unit nor does it apply to insulated units installed in ships or boats, vehicles or commercial refrigeration.

No representative or agent of Glenny Glass Company has any authority to change or modify this limited warranty agreement in any respect nor to assume any other obligation or liability on the part of Glenny Glass Company. Both purchaser and Glenny Glass Company hereby expressly covenant and agree that the foregoing limited warranty represents the entirety of any agreement between the parties hereto.