

Hartung Glass Industries Standard Limited Warranty Terms & Conditions

Hartung Glass Industries' ("HGI") offers this Standard Limited Warranty ("Warranty") on the below listed products and parts when used in accordance with applicable building codes and regulations, National Glass Association (NGA), Fenestration & Glazing Industry Alliance (FGIA) and ASTM International guidelines, standard industry practices and written instructions from HGI. This Warranty is offered to the original purchaser of one or more of the specific products listed below ("Original Purchaser") and may not be transferred or assigned.

EXCEPT AS OTHERWISE PROVIDED IN WRITING BY HGI, THIS WARRANTY IS OFFERED IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY STATES HGI'S ENTIRE AND EXCLUSIVE LIABILITY AND THE EXCLUSIVE REMEDY OF THE ORIGINAL PURCHASER FOR ANY CLAIM IN CONNECTION WITH THE PRODUCTS COVERED BY THE WARRANTY.

This Warranty covers the following glass items manufactured by HGI or our subsidiaries (Northwestern Industries-Seattle, LLC, Agalite, and Holcam) or the following parts/components supplied by HGI or said subsidiaries (collectively, the "Products"):

Insulating Glass

HGI warrants its dual seal and Super Spacer® TriSeal insulating glass to be free from substantial obstruction of vision from dust, film or moisture formation between sealed panes of glass resulting from failure of the perimeter seal due to defective materials or workmanship for a period of ten (10) years from manufacture.

Spandrel Glass, Decorative Silkscreened Glass and HD Glass

HGI warrants its High Definition Glass (HD Glass) ceramic ink digital print, decorative silkscreened, Ceramic frit spandrel, and Opaci-Coat® spandrel glass products for a period of five (5) years from date of manufacture against defective material or workmanship that result in peeling, cracking, or deterioration of the coating under normal conditions.

Laminated Glass

HGI warrants its laminated glass to be free of manufacturing defects resulting in material obstruction through the glass area and/or edge separation and changes in properties of the polyvinyl butyral, SentryGlas®, ethylene vinyl acetate or glass clad polycarbonate interlayer for a period of five (5) years from date of manufacture. Laminated glass is manufactured to comply with requirements listed in ANSI Z97.1, CPSC 16CFR1201 (Category I or II), and CAN/CGSB-12.1-M90.

Heat Treated Glass

HGI warrants its tempered and heat strengthened glass to meet the requirements of ASTM C1048 for a period of one (1) year from the date of manufacture. Tempered glass is manufactured to comply with requirements listed in ANSI Z97.1, CPSC 16CFR1201 (Category I or II), and CAN/CGSB-12.1-M90. Standard warranty terms for Heat Treated Glass are not applicable to Shower and Bath glass products. See referenced sections for coverage details.

Flat Glass Mirror

Mirror glass products supplied by HGI are warranted against silvering defects resulting in corrosion, discoloration, clouding, black spots and other mirror image vision obstructions for a period of five (5) years from date of manufacture.

Residential Bath and Shower

Holcam® and Agalite® parts/products: HGI's subsidiaries Holcam and Agalite extend a Limited Lifetime Warranty on parts supplied to dealers and residential customers that warrants the aluminum, vinyl, and hardware for its tub or shower enclosures to be free from defects in materials and workmanship for the lifetime of the product. Holcam and Agalite Heavy Glass hardware components and barn door hardware components used in the Holcam Eurolite, Eclipse and Luna collections and the Agalite Estate, Transcend and Napa collections are warranted for a period of five (5) years from the purchase invoice date. The warranty for tub and shower enclosure tempered glass extends up until the glass has been installed; uninstalled tempered glass is warranted against spontaneous breakage resulting from the presence of Nickel Sulfide (NiS) inclusions for a period of ninety (90) days from invoice date.

Commercial Bath and Shower

On products supplied to dealers and commercial customers where furnished parts are installed in commercial applications or used in commercial ventures, including but not limited to motels, casinos, student housing, condos, apartments, and fitness centers, HGI warrants the aluminum, vinyl, and hardware for tub or shower enclosures manufactured by its subsidiaries Holcam and Agalite to be free from defects in materials and workmanship for a period of one (1) year from the purchase invoice date. When used in commercial applications, Holcam and Agalite Heavy Glass hardware components and barn door hardware components used in the Holcam Eurolite, Eclipse and Luna collections and the Agalite Estate, Transcend and Napa collections are warranted for a period of one (1) year from the purchase invoice date. The warranty for tub and shower enclosure tempered glass extends up until the glass has been installed; uninstalled tempered glass is warranted against spontaneous breakage resulting from the presence of Nickel Sulfide (NiS) inclusions for a period of ninety (90) days from invoice date.

Total Vision Systems (TVS)

TVS all-glass entrance and interior partition hardware supplied by HGI is warranted for a period of two (2) years from purchase invoice date against defects in material and workmanship. TVS all-glass railing hardware supplied by HGI is warranted for a period of one (1) year from purchase invoice date against defects in material and workmanship.

Disclaimers, Exclusions, Limitations and Additional Terms and Conditions

The following limited warranty terms and conditions apply to all Products:

Warranty Claim Exclusive Remedies

In an event where furnished parts are found to have failed to conform to the warranty described above, HGI will, at its option, replace the Product(s) for the purchaser without charge or refund the purchase price of said parts, as the exclusive remedy available under this Warranty. In the case where a part that needs replacement has been discontinued or is no longer available, HGI reserves the right to substitute comparable parts of equivalent function to replace the Product(s). In no event will HGI's liability under this Warranty exceed the purchase price of the Product(s) purchased. HGI will bear no other expense, such as labor cost of any kind. HGI shall not be liable for any direct, indirect, special, incidental or consequential damages whatsoever, whether based on breach of express or implied warranty, breach of contract, negligence, strict liability, or any other legal theory. Any parts replaced under this warranty are limited to the original warranty period and shall not be extended beyond the original specified warranty term. HGI reserves the right to require inspection of Products that are

alleged to be defective prior to administering a warranty claim remedy. This Warranty is void if Original Purchaser fails or refuses to provide or make reasonably available for inspection the allegedly defective Product(s) within a reasonable period of time, which shall not exceed thirty (30) days after written notice of the written claim.

Claim Procedure

In the event of a claim against this Warranty, the Original Purchaser shall promptly notify HGI as directed herein. If Original Purchaser fails to submit a written claim for warranty coverage within thirty (30) calendar days from the date it knew, or reasonably should have known, of the alleged defect covered by the Warranty, then Original Purchaser shall be deemed to have waived any claim for coverage under the Warranty, and HGI shall have no responsibility or liability with respect to such alleged defect(s). In no event shall a claim for warranty coverage be considered after the expiration of the specified warranty coverage period for the particular Product(s). Notice of a claim under HGI's Limited Warranty must be provided via e-mail notification to HGI Customer Service with a copy of the original purchase order/invoice, proof of delivery of Product(s) purchased, and pictures demonstrating the defect. As set forth above, Original Purchaser must also make allegedly defective Product(s) reasonably available for inspection.

Exclusions and Limitations

This Warranty shall not cover or apply to: normal wear and tear; glass breakage outside of what is covered in the bath and shower enclosure warranty sections; improper or negligent installation, tampering, neglect or any reason not related to defects in material or workmanship of the relevant parts; glass, hardware and insulating glass seal failure caused by acts of God (including, without limitation, fire, floods, extreme weather, earthquakes, crime, labor strikes, war, riots or social unrest, collectively "Acts of God"), an intervening cause or by any other cause whatsoever not within HGI's exclusive control; insulating glass units with single seal systems or with angular spacer junctures commonly referred to as "cut corners"; failure due to mishandling, loading, unloading, storage, misuse, abuse, and improper installation, including failure to follow HGI's installation instructions, and care and maintenance instructions (available at www.hartung-glass.com or from your authorized HGI dealer); scratches, abrasions, corrosion or delamination from the use of abrasive cleaners, solvents, acids, alkalis or any other chemicals used on or around the parts; applications where films, signs or similar devices have been applied to the surface of our products; incompatibility to other glazing or installation materials such as coatings, sealants, adhesives, setting blocks, lubricants, gaskets, insulation or any other related materials; installation of parts (excluding shower and bath enclosures) in a continuous or cyclical high moisture environment, including but not limited to a swimming pool, sauna or greenhouse enclosures; installation in a high vibration environment, including but not limited to motor vehicles, travel trailers, aircraft, watercraft and other mobile applications; inadequate or improper design, specification or usage; damage, failure or breakage caused by localized application of heat which causes excessive temperature differential over the glass surfaces or edges; applications where installation is performed by persons who are not qualified glaziers or authorized HGI dealers; insulated glass units larger than 70 square feet in size; insulating units or laminated glass products installed which exceed 15 degrees from the vertical or which are installed with exposed edges; laminated glass glazed with materials which do not completely repel water for the life of the warranty, or with materials that deteriorate the architectural or security laminated glass products; glazing system applications without a weather seal that is impervious to water, or without a proper weep system; spandrel glass products used in vision applications; mirror glass installed or used in a non-indoor application or where measures are not in place to facilitate incidental moisture evaporation behind the mirror; mirror failures resulting from the use of incompatible mastics/adhesives; shower enclosure, TVS entrance, interior partition and railing hardware finish failure caused by normal weathering, chalking, scratching, fading, corrosive atmospheric contaminants (e.g. chemical fumes, pollution), negligence, abuse, accident, shipping, improper use or installation, fire, flood, exposure to corrosive elements or Acts of God or other causes unrelated to defective materials or workmanship; tub and shower enclosure glass identified after product installation as having scratches, chips, water spots, glass breakage or any other defects; Oil-Rubbed Bronze hardware used in TVS entrance and interior partition systems; glass fabricated by third party suppliers; shifting, settling, or any failure of building structures or foundations; and products manufactured by HGI or HGI's subsidiaries featuring customer's own glass.

Glass Surface Protection Systems

HGI offers glass products featuring surface protection coatings like Guardian ShowerGuard®, Enduroshield EasyClean10 and Aqualite5. HGI provides no warranty with respect to the performance of those protection coatings. Please refer to the manufacturer websites for each of these respective products for any applicable warranty terms offered by the manufacturers of those coatings.

Additional Terms and Conditions

For tub and shower enclosures, Warranty coverage is only available if Original Purchaser completes online product registration within 30 days of purchase.

HGI reserves the right to charge for delivery of items covered by the Warranty.

This Warranty will be void in the event that full payment is not received for goods and services within the agreed terms of sale.

This Warranty shall be governed by the laws of the State of Washington, excluding any conflict of law rules of such State. In the event of any dispute or legal action, such dispute or legal action shall be brought exclusively in the appropriate federal or state court sitting in King County, Washington, notwithstanding any claim of forum non conveniens. The prevailing party in any such action shall be entitled to receive all costs and reasonable attorneys' fees, including on any appeals. All terms in this document that are defined or given meanings in the Uniform Commercial Code, as adopted in the State of Washington, will have the same definition and meaning for purposes of this document and sale of goods.

This Warranty may only be modified upon written approval of HGI's President or Vice President.

Effective May 17, 2021, this Warranty will replace and supersede all previous printed or digital warranty versions and any oral or written agreements and understandings that may have existed prior to said effective date.