



AGC GLASS COMPANY NORTH AMERICA GENERAL TERMS AND CONDITIONS & LIMITED WARRANTY

A. GENERAL TERMS AND CONDITIONS

1. OFFER, ACCEPTANCE, CONSIDERATION. These General Terms and Conditions (“**Terms**”) are applicable to the sale of all products by AGC Flat Glass North America, Inc. d/b/a AGC Glass Company North America (“**AGC**”). If these Terms are provided as an acknowledgement of a purchase order from an individual, company, entity or organization (“**Customer**” or “**Purchaser**”), then this document is a rejection of that offer and these Terms shall be construed as an offer by AGC (Customer and AGC may be referred to individually as “**Party**,” or collectively as “**Parties**”) to sell to Customer the products described at the price agreed to in writing by AGC subject to these Terms. AGC’s agreement to provide any products to Customer is expressly conditioned on the Customer’s assent to these Terms and such assent by Customer is deemed given when the first of either of these two conditions occurs: (a) within five business days of receipt of these Terms, whether by hardcopy or after viewing or accessing electronically, Customer does not provide written objection to the same; or (b) upon Customer’s acceptance of any or all AGC products ordered by Customer. Now, therefore, for and in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows.

2. PRODUCT-SPECIFIC TERMS AND CONDITIONS. Customer acknowledges and agrees that additional terms and conditions specific to products provided by AGC to Customer may be set forth in an accompanying price list or AGC quotation (“**Additional Terms and Conditions**” or “**ATCs**”) and the same shall be binding on Customer as if set forth herein.

3. ENTIRE AGREEMENT. The entire agreement (the “**Agreement**”) between the Parties consists exclusively of: (a) these Terms; (b) an AGC-provided invoice setting forth the price and quantity of product sold to Customer (an “**Invoice**”); (c) ATCs, if any; and (d) an AGC-provided additional, express warranty, if any. The Agreement shall constitute all terms and conditions relative to any sale between AGC and Customer. Further, no document provided by Customer to AGC shall be made part of this Agreement without a written agreement from AGC expressly indicating that such a document is to be made part of or shall alter this Agreement, including, but not limited to, any terms or conditions made part of a purchase order or some other document provided by Customer to AGC irrespective of whether AGC signs same. Fulfillment of Customer’s order does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms.

4. PRICING. AGC will adhere to the pricing provided to Customer in writing that is expressly stated to be “firm” (“**Firm Price**”) for the stated period of time which, unless expressly stated otherwise in writing by AGC, will in no event be longer than 30 calendar days. AGC may withdraw or modify a Firm Price at any time for any reason upon written notice to Customer. Additionally, any Firm Price shall be void, and enforceable only at AGC’s election, in the event: (a) Customer misrepresented a material fact to AGC or failed

to inform AGC of any material fact; or (b) Customer changes the specifications or any variable relied upon by AGC in preparing the Firm Price. Customer understands and acknowledges that all of AGC’s published prices and/or discounts, if any, are subject to change by AGC at any time without notice to Customer. In the event AGC changes its prices, the price of products not yet shipped will be at the price in effect on the date AGC notifies the Customer of such change in price; however, if AGC agrees to the delivery of any products prior to the effective date of the price modification communicated in AGC’s notice to the Customer, the modified price will not apply to such deliveries as agreed to by AGC. Any additions to outstanding orders will be accepted only at prices in effect when the additional order is accepted. All prices are based on the cost of labor, materials, transportation, rates of applicable taxes and custom duties in effect on the date of the quote or the date of sale, whichever is later. AGC reserves the right, in the event of any increase in any of its costs after the date of a quote and/or an offer of a Firm Price, whether or not arising out of an event of force majeure or a failure of presupposed conditions, to adjust the prices to address such increases.

5. ENERGY SURCHARGE. All AGC invoices are subject to energy surcharges, including, but not limited to, natural-gas and/or diesel-fuel surcharges. Such surcharges may be issued on a quarterly basis, or another frequency as set forth in writing by AGC to Customer. Further, such surcharges may be calculated: (a) using the last three days of the New York Mercantile Exchange three-month averages; (b) based on the 12-week average of the Department of Energy Diesel Fuel Index; (c) by way of a fixed percentage determined by AGC; or (d) by another method as set forth in writing by AGC and provided to Customer.

6. TAXES. Any manufacturer’s tax, retailer’s tax, sales tax, excise tax, duty, custom, inspection or testing fee, or other tax, fee or charge of any nature whatsoever (excluding AGC’s income taxes), imposed or assessed by any governmental or quasi-governmental authority, or measured by any transactions between AGC and the Customer, shall be paid by the Customer in addition to the prices quoted or invoiced. In the event AGC is required to pay any such tax, fee or charge, Customer shall provide to AGC an exemption certificate or other document acceptable to the authority imposing any such tax, fee, or charge in a timely manner, and in no event later than 14 calendar days from AGC’s request for the same. Taxes imposed or assessed for invoices issued before an exemption certificate is received by AGC will not be rebated.

7. PAYMENT TERMS. The net invoice amount for products sold to Customer is due within 30 calendar days from the date of Invoice unless otherwise stated on the Invoice. If, at any time during AGC’s performance with respect to an order, AGC in its sole discretion determines that the Customer does not warrant the payment terms originally agreed to, AGC may require full or partial payment in advance before proceeding with the order. If the net invoice amount is not paid when due, such amount will, from and after the due date, bear the maximum annual rate of interest allowable by law. Any applicable cash discount will be stated on the Invoice. Cash discounts are not allowed on any item other than the

purchase price(s) (e.g. taxes, freight, energy surcharges, crating or other charges).

8. NO WITHHOLDING PAYMENT. Customer expressly waives all right to, and acknowledges and agrees it will not, set off or otherwise withhold any payment to AGC under this Agreement or another agreement for any reason whatsoever, including, but not limited to, reasons related to any dispute or credits Customer believes are owed it by AGC.

9. US CURRENCY ONLY. All prices, applicable taxes, surcharges and/or fees under the Agreement shall be payable to AGC in United States Dollars unless AGC otherwise agrees in writing.

10. MINIMUM UNIT OF SALE: AGC's minimum unit of sale will be 42,000 pounds or more to meet any published tariff minimums *via* the medium used. Other AGC products from the same facility may be combined to meet truckload minimum weight. AGC reserves the right to refuse Customer orders for quantities deemed by AGC to be insufficient to make a production run of the specific product ordered by Customer. AGC reserves the right to charge a market price for orders that are less than 42,000 pounds.

11. PACKAGING: AGC's pricing is based on its standard packaging only. The standard separator is powder interleaving material. AGC reserves the right to change its standard separator from time to time at its sole discretion and without notice. No mixed product packages are available. AGC reserves the right to charge, and Customer agrees to pay, additional amounts should Customer's order necessitate packaging outside AGC's standard packaging.

12. RACKS: Products may be packaged on AGC's steel racks or rolling racks. All such racks are and will remain AGC's property. Customer will use reasonable care in unloading, loading and using the racks. The racks are to be used by Customer solely in connection with and to facilitate the delivery of products sold to Customer by AGC and for no other uses, including without limitation, inventory storage and other storage or shipment of Customer or third party products. Customer shall return the racks to AGC consistent with AGC's rack return policies and/or rack agreements entered into with Customer.

13. FREIGHT: Continental United States and Canada delivery of products covered by this document will be FOB AGC's plant except when the Customer has arranged for pick-up. Shipment will be by the way of common carrier, contract carrier or AGC's truck at AGC's option. International shipments will be Incoterms 2010, FOB the port of departure from the United States. Products will be assumed to have been delivered in the same quality as when the products were loaded on the truck or container at the port of departure (as applicable). AGC will not be responsible for any cost incurred by Customer for loss, damage, or delay caused by the carrier or shipper whatsoever, and Customer will be responsible for filing and recovering on any and all freight or shipping damage claims. Freight charges to destinations in the Continental United States and Canada are usually prepaid and covered by the price of

products bought in full truckloads; however, AGC reserves the right to sell products FOB AGC's manufacturing plant or its affiliate which produces the specific product. Orders for partial truckloads will be charged for additional freight costs at standard freight rates.

14. DELIVERY AND ACCEPTANCE: Delivery of products by AGC to a carrier at the FOB point will constitute delivery to the Customer, regardless of whether AGC pays the freight. Customer may be charged for any warehousing fees, demurrage fees, trucking and other expenses occasioned by or incident to any delays requested or made for the convenience of Customer beyond the scheduled shipping date. Claims for shortages, errors, or damage must be noted on the bill of lading and in writing to AGC within ten (10) business days after the receipt of shipment. Failure to do so within this time-frame shall constitute a waiver of all such claims by the Customer and unconditional acceptance of the products. Methods and route of shipment will be at the discretion of AGC unless the Customer specifies otherwise in writing, and AGC agrees in writing. Any additional expense associated with the method or route of shipment specified by the Customer will be borne solely by Customer. Any liability of AGC for non-delivery of the products shall be limited to replacing the products within a reasonable time or adjusting the invoice for such products to reflect the actual quantity delivered.

15. WAREHOUSING: Customer pricing is for quantities ordered for production and shipment at one time. The warehousing charge of one and one-half percent (1.5%) per month will be applied to invoices covering the material not picked up by Customer within thirty (30) days after notice from AGC that those products are ready for delivery, unless otherwise agreed in an AGC executed Stocking Program Agreement. If any products ordered by a Customer remain in AGC's warehouse for more than sixty (60) days after AGC's notice the products are ready for pick-up, Customer agrees that, in addition to the warehousing charge, the Customer shall be obligated to take and pay for all such products upon written notice from AGC. If the Customer refuses, AGC may, in its sole discretion: (a) ship the products to Customer and charge Customer for such products, (b) resell the products to a third party and seek reimbursement from Customer if the sales price for those products does not equal or exceed the purchase price, including surcharges and freight, that AGC would have charged Customer for those products, (c) destroy the products and charge Customer for the purchase price for those products, including all surcharges and freight, or (d) pursue any one or more of the above remedies in addition to seeking other remedies in a court of competent and lawful jurisdiction. The implementation of any Stocking Program is contingent upon AGC's and Customer's execution of an AGC Stocking Program Agreement. Upon termination of the Stocking Program, Customer shall be obligated to purchase any stock glass products inventoried by AGC for Customer under the Stocking Program within sixty (60) days of the termination date.

16. SAFETY SPECIFICATIONS. Any order for safety glazing materials must reference the safety standard to which the glass must be manufactured, certified and labeled. Annealed glass must not be

glazed when used in hazardous locations (as defined by applicable codes and Federal and State laws). Glass to be glazed and used at such hazardous locations must be an approved safety glass.

17. CANCELLATION. Customer may only cancel an order acknowledged by AGC with written notice to AGC prior to production and/or shipment of that order by AGC. In the event of an accepted cancellation: (a) Customer shall pay AGC for all materials and work furnished or completed as of the date of accepted cancellation; and, additionally, (b) Customer acknowledges and agrees to pay AGC 10% of the invoiced amount for the ordered cancelled as liquidated damages in order to compensate AGC for lost profits, lost opportunity, and such other damages that the Parties hereby acknowledge are too difficult to calculate. AGC may terminate this Agreement, in whole or in part, at any time and for no reason at all with 30 calendar days' notice to Customer.

18. FORCE MAJEURE. AGC is excused from performance under this Agreement should an event occur beyond AGC's control, such as, but not limited to, weather events, strikes, work stoppages, accidents, production delays, utility outages, shortages, delays of carriers, delay by suppliers of materials, or priorities of government or any department thereof, or any other event or action beyond the reasonable control of AGC that prevents AGC's manufacture or shipment of the goods. AGC will declare a force majeure event in writing to the Customer and, if AGC intends to perform the Agreement at a later date, notify the Customer, to the extent possible, the length of the expected delay.

19. INTELLECTUAL PROPERTY. All products and their respective names are the intellectual property of AGC Flat Glass North America, Inc. (or their respective owners in the case of third-party products). No rights are granted or implied to be granted by AGC to Customer in any trademark or trade-name or in any other intellectual-property right or patent owned, used, or pending, by AGC. Customer may only utilize AGC's products in accordance with the terms herein and for no other purposes not pre-approved by AGC in writing. AGC provides no warranty that its products are not in violation of any intellectual-property right of any third party and provides its products on an "AS IS" basis only, with no representations or warranties.

20. SUITABILITY OF PRODUCTS. Customer shall be solely responsible for determining the suitability for use of products purchased from AGC. REPRESENTATIONS BY EMPLOYEES OR AGENTS OF AGC, ORALLY OR IN WRITING, CONCERNING THE SUITABILITY OF PRODUCTS SOLD BY AGC ARE NOT AUTHORIZED BY AGC AND MAY NOT BE RELIED UPON BY CUSTOMER.

21. LIMITED WARRANTY. AGC warrants its products exclusively to Customer and no other party, and only to the extent set forth in the written, express limited warranty described below ("**Warranty**"). The Warranty shall apply only to products which have been PAID IN FULL by Customer. At AGC's sole discretion, it may elect to provide an additional warranty to Customer pursuant

to specific terms and conditions that AGC will separately provide to Customer in writing at the conclusion of a given project or as otherwise agreed between the Parties, and such additional warranty shall supplement, and be subjected to the same terms and conditions of, this Warranty unless otherwise expressly noted. Any additional warranty shall be exclusively between AGC and Customer, and no other party. EXCEPT FOR ANY EXPRESS APPLICABLE LIMITED WARRANTY, AGC DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, REGARDING ANY PRODUCTS PROVIDED OR SOLD BY AGC TO CUSTOMER, INCLUDING (WITHOUT LIMITATION) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR RELATED TO ANY OTHER MATTER.

22. LIMITATION OF LIABILITY. IN NO EVENT WILL AGC'S LIABILITY OF ANY KIND WITH RESPECT TO ANY PRODUCTS PROVIDED OR SOLD UNDER THIS AGREEMENT INCLUDE ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. ADDITIONALLY, IN NO EVENT WILL AGC'S LIABILITY OF ANY KIND PURSUANT TO ANY THEORY INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT, STRICT LIABILITY, AND WARRANTY, EXCEED THE AMOUNT PAID OR TO BE PAID BY CUSTOMER TO AGC UNDER THE APPLICABLE CUSTOMER ORDER.

23. CHOICE OF LAW/FORUM. The Agreement will be governed by the laws of the state where the product was manufactured, excluding its conflicts of law rules. Likewise, all terms used in this document that are defined or given meanings in the Uniform Commercial Code, as adopted in the state where the product was manufactured, will have the same definition and meaning for the purposes of this Agreement. Further, the United Nations Convention for the Resolution of Disputes shall not apply under any circumstances. The Parties further agree that any court or legal proceeding relating to this Agreement or any order shall be brought in the Federal courts located in Fulton County, Georgia, and that this shall be the exclusive forum and venue for resolving all disputes relating to this Agreement or any Order.

24. NO WAIVER/CUMULATIVE REMEDIES. Waiver by AGC of a breach by Customer of any provisions of this Agreement shall not be deemed a waiver of future compliance therewith, and such provision, as well as all other provisions hereunder, shall remain in full force and effect. If any provision of this Agreement is or becomes, at any time, and under any law, rule or regulation, unenforceable or invalid, no other provision of this Agreement shall be affected thereby, and the remaining provisions of this Agreement shall continue with the same effect as if such unenforceable or invalid provision shall not have been inserted in this Agreement. No waiver shall be effective against AGC unless set forth in writing and signed by a duly authorized officer of AGC. The rights of AGC under this Agreement are cumulative and not alternative.

25. SUCCESSORS. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, successors, and assigns, including any party that acquires all or substantially all of the assets of Customer or AGC, though this Agreement may not be assigned by Customer without the prior written consent of AGC.

26. RELATIONSHIP OF THE PARTIES. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

27. SURVIVAL. Any terms of this Agreement which, expressly or by their nature, extend beyond the termination of this Agreement, shall survive any termination of this Agreement.

B. LIMITED WARRANTY

This limited, express warranty (“**Warranty**”) is provided to Customer by AGC and the Parties hereby agree as follows.

ALL PRODUCTS

The following terms and conditions apply to all AGC products, but are expressly subject to the timeframe, exceptions, and additional terms and conditions for specific products as set forth below.

1. REMEDY. In the event that any AGC product fails to perform as warranted, AGC’s sole responsibility and Customer’s **SOLE AND EXCLUSIVE REMEDY** under warranty or under any theory of contract, tort, negligence, strict liability or any other claim of liability, including but not limited to any claim arising out of or related to any consumer protection or consumer fraud statute, rule or regulation, shall be limited to a refund of AGC’s original selling price or, at AGC’s option, to furnish the Customer with another product without charge, F.O.B. AGC’s manufacturing facility nearest the product’s installation. **IN NO EVENT SHALL AGC BE LIABLE FOR COSTS INCURRED IN THE REMOVAL OF FAILED PRODUCTS, THE INSTALLATION OF REPLACEMENT PRODUCTS, OR FOR ANY INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES.** In the event that a product is replaced pursuant to an applicable AGC warranty, the replacement product is warranted only for the remainder of the warranty period applicable to the original product. AGC neither guarantees nor warrants production lead times, shipment delivery dates or inventory availability. This Warranty shall not apply to any product beyond the provided warranty period.

2. RIGHT OF INSPECTION. Customer shall make available to AGC for inspection any product that Customer claims to be defective or subject to a claim under this Warranty in its installed application. The Warranty is void if Customer fails or refuses to provide or make

reasonably available the alleged defective product for inspection by AGC as set forth above within a reasonable time of making the claim, which in no event shall exceed 30 calendar days after submission of the written claim. Additionally, the Warranty is void if Customer alters, removes, destroys, or disposes of the product from its installed application (*i.e.*, from any end product or installation/glazing system) before AGC completes its inspection or review of the same.

3. WARRANTY PROCEDURE. In the event of a warranty claim, Customer shall promptly notify AGC as specified herein. If Customer fails to submit a written claim for warranty coverage to AGC within 120 calendar days from the date it knew, or reasonably should have known, of the product’s alleged failure to comply with its warranty, Customer shall be deemed to have waived any claim for warranty coverage with respect to the product (and all similar products shipped to Customer), and AGC shall not have any responsibility or liability for such product(s). In no event shall a claim for warranty coverage be considered after the expiration of the specified product’s warranty period. Customer shall provide a copy of the original purchase order, proof of date of delivery, and make the product available for inspection by AGC, as set forth above.

4. LIMITATIONS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, AGC MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND REGARDING ITS PRODUCTS, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, NON-INFRINGEMENT, OR ANY OTHER MATTER. In particular, but without limitation, AGC assumes no responsibility for, and this Warranty shall be void and will not cover the product, in the event of the following or under the following circumstances:

- Glass breakage.
- Failure of products due to improper usage or improper handling, loading, unloading or storage.
- Failures as a result of incompatibility with other glazing or installation materials, including, but not limited to, sealants, lubricants, setting blocks, gaskets, coatings, insulation, desiccants, muntins, blinds, or any other materials.
- Failure of products due to faulty installation, drainage design, improper weeping or weep design. This includes, but is not limited to, the requirement that the glazing channel have appropriate drainage/weeping that conforms to all IGMA recommendations and requirements so as to prevent water accumulation.
- Building construction or design where edges of the product are exposed to the environment.
- Failure of products due to severe and/or extreme weather conditions, including, but not limited to: hurricanes, tornadoes, earthquakes, hail, excessive heat, cold, or humidity.
- Damage to products caused by chemicals used on or around the products.
- Products when Customer fails to follow accepted industry installation and care procedures, such as (and as applicable), but not limited to, those set forth in publications by the Glass

Association of North America and the Insulating Glass Manufacturers Alliance.

- Failure of products due to Customer not following AGC's instructions regarding the products.
- Failure of any kind if the product was subject to additional processing, fabrication or alteration by the Customer or anyone other than AGC, including, but not limited to, application of coatings, films, tapes, adhesive backings, additional edging, beveling, and v-grooving.
- Damage resultant from cleaning with, or exposure to, abrasive cleaners, sharp objects, wire brushes, steel wool, acids or other caustic material of any type.
- Products that are installed by Customer or another that are not continuously and adequately mechanically supported on all sides including, but is not limited to, improper size and location of setting blocks.
- Products if they are used or installed outside of either the continental limits of the United States or Canada.
- Products installed in a vehicle of any kind.
- Products that have been retrofitted, including, but not limited to, the addition of any type of film (e.g., safety or security film).

No one, but a duly authorized officer of AGC who does so in writing, may alter, modify, amend or change this Warranty in any manner. Customer acknowledges and agrees that any alteration, modification, amendment, or change made to this Warranty, whether done verbally or in writing, by anyone other than a duly authorized officer of AGC shall not be binding on AGC and will be void and have no effect.

SPECIFIC PRODUCTS

In addition the foregoing Warranty terms and conditions applicable to all products, AGC provides the following additional terms and conditions specific to the identified product:

5. INSULATING GLASS UNITS. AGC warrants its AGC Insulating Glass Units against material obstruction to vision due to defects in material or workmanship that results in film formation or dust collection on the internal glass surfaces caused exclusively from the failure of the hermetic seal, other than through glass breakage, for a period of FIVE YEARS for AGC Single Seal and Duraseal® insulating glass units, and 10 YEARS for AGC Dual Seal, Intercept®, Super Spacer®, and Duralite® insulating glass units from the date of manufacture or the certified date of substantial completion of the building exterior on a commercially bid project as captured in writing and agreed to between AGC and Customer (“**Substantial Completion**”), whichever is later. If the Parties fail to agree to a date of Substantial Completion in writing, the Warranty shall commence on the date of manufacture. In addition to those conditions set forth in Clause B.4. above for which AGC assumes no responsibility, AGC, without limitation, assumes no responsibility for and this Warranty shall be void and will not cover this specific

product in the event of the following or under the following additional circumstances:

- Products due to incompatibility with the organic hermetic seal with other glazing or installation materials, including but not limited to sealants, lubricants, setting blocks, gaskets, coatings, insulation or any other materials.
- Products installed in a high-moisture environment including, but not limited to, swimming pool enclosures, saunas, spas, hot-tub enclosures, or greenhouses.
- Products installed in a position beyond vertical (greater or less than 90 degrees)(i.e., “sloped glazing”) or structural glazing applications. However, for Dual Seal that is constructed with both (1) polyisobutylene primary seal and a (2) silicone secondary seal, the warranty period for slope-glazed product is abbreviated to FIVE YEARS and structural-glazed product is 10 YEARS, each from the date of manufacture or Substantial Completion, whichever is later.
- Products if the unit seal is not fully protected by a minimum 15/32 inch face-covering or “bite.”
- Products if the overall unit size exceeds 60 square feet.

6. PYROLYTIC-COATED GLASS. AGC warrants its Comfort Select™ and Energy Select™ pyrolytic coated glass against cracking, peeling, or deteriorating under normal environmental glazed conditions for a period of 10 YEARS from the date of manufacture.

7. ANNEALED AND POST-TEMPERABLE SPUTTER COATED LOW-E GLASS. AGC warrants its Comfort Select™ and Energy Select™ sputter coated Low-E glass against cracking, peeling, or deteriorating under normal environmental glazed conditions for a period of 10 YEARS from the date of manufacture or Substantial Completion, whichever is later. In addition to those conditions set forth in Clause B.4. above for which AGC assumes no responsibility, AGC, without limitation, assumes no responsibility for and this Warranty shall be void and will not cover this specific product in the event of the following or under the following additional circumstances:

- Comfort Select™ and Energy Select™ sputter coated Low-E glass if it has not been properly edge-deleted using industry standards designed to prevent the silver layer(s) from coming in contact with moisture.
- Comfort Select™ and Energy Select™ sputter coated Low-E glass if it is not fabricated into an insulating glass unit within six months of the date of shipment for annealed coatings and within three months from the date of shipment for post-temperable coatings.
- Products for color-related issues between annealed and post-temperable sputter-coated low-e glass that could occur in the field, when evaluated using ASTM C1376*, if the two coatings are combined on the same elevation or side of a building (as post-temperable color is affected by the heating process). *Note that checking the color after heat treatment and prior to installation is Customer's sole responsibility.*
- Products where the coatings are used on surfaces other than the recommended surface(s) as set forth in AGC's technical

service document(s) for the product, which are available to Customer upon request to AGC.

8. TEMPERED GLASS. AGC warrants for a period of ONE YEAR from the date of manufacture or Substantial Completion, whichever is later, that its tempered glass will meet, at the time of the sale, specifications as defined by ASTM C1048*, Standard Specification for Heat Strengthened and Fully Tempered Flat Glass, and ANSI Z97.1* or CPSC 16 CFR 1201 Category II. In addition to those conditions set forth in Clause B.4. above for which AGC assumes no responsibility, AGC, without limitation, assumes no responsibility for and this Warranty shall be void and will not cover this specific product in the event of the following or under the following additional circumstances:

- Products that are modified or subjected to any fabrication such as, but not limited to, grinding, drilling, sand blasting, or which are otherwise fabricated or modified subsequent to tempering.
- Products that are exposed to temperatures at or in excess of 400° Fahrenheit for a sustained period of time.

9. LAMINATED GLASS. AGC warrants its laminated glass against manufacturing defects resulting in de-lamination for a period of FIVE YEARS from the date of manufacture or Substantial Completion, whichever is later. In addition to those conditions set forth in Clause B.4. above for which AGC assumes no responsibility, AGC, without limitation, assumes no responsibility for and this Warranty shall be void and will not cover this specific product in the event of the following or under the following additional circumstances:

- Products for color-related issues that could occur in the field when evaluated using ASTM C1376*. *Note that laminated low-emissivity glass can have significant color shifts of the low-emissivity coating's color as compared to non-laminated low-emissivity glass and such shifts are deemed acceptable by Customer.*
- *Note for Krystal Images™ laminated glass only:* AGC warrants to Customer that Krystal Images graphic interlayer will not demonstrate signs of significant color change beyond a Delta Ecmc* <2.80 for a period of FIVE YEARS on interior applications from the date of manufacture or Substantial Completion, whichever is later. Color fastness depends significantly on the extent of exterior exposure to direct sunlight, geographic location, exterior elevation orientation, glazing configuration and colors utilized in the imagery.

10. SPANDREL AND SILKSCREEN GLASS. AGC warrants its ceramic frit spandrels and silkscreened glass against manufacturing defects resulting in peeling or cracking of the ceramic frit, adhesion loss between the frit and the glass substrate, or deterioration of the ceramic frit glass for a period of FIVE YEARS from the date of manufacture or Substantial Completion, whichever is later. Additionally, AGC warrants its spandrel glass with opacifier coating against manufacturing defects resulting in peeling or cracking of the opacifier coating, adhesion loss between the opacifier coating and the glass substrate or deterioration of the opacifier coating for a period of FIVE YEARS from the date of manufacture or Substantial

Completion, whichever is later. Customer acknowledges and agrees that SPANDREL GLASS IS NOT INTENDED FOR USE IN VISION APPLICATIONS. In addition to those conditions set forth in Clause B.4. above for which AGC assumes no responsibility, AGC, without limitation, assumes no responsibility for and this Warranty shall be void and will not cover this specific product in the event of the following or under the following additional circumstances:

- Products that fail due to improper installation, building construction or design, including, but not limited to, improper glazing cavity venting or glazing the spandrel coating to the exterior.
- Spandrel glass with variations in the coating (including, but not limited to, pinholes in the coating), distortion due to heat treatment, variations in the density of the coating, and variations in the color due to varying glass substrates. *Note that AGC considers these normal and commercially acceptable, and shall not be cause for rejection or a claim under this Warranty.*
- Products where adhesives or glues are used to attach insulation or any other material to the opacifier coating.

11. OTHER FLAT GLASS PRODUCTS. AGC warrants for a period of ONE YEAR from the date of manufacture or Substantial Completion, whichever is later, that all of its flat-glass products (other than those specific products identified herein with a different warranty period) will meet, at the time of sale, specifications as defined by ASTM Standard Specification for Flat Glass C1036*, and that AGC's products will be free and clear of all liens or encumbrances.

12. THIRD-PARTY PRODUCTS. For products AGC has purchased from a third-party manufacturer and sold to Customer, the third party manufacturer's warranty (if any) shall be passed through to Customer and shall be the sole and exclusive warranty in effect. In the case of third-party products, this Warranty shall be void but the Terms shall remain in full force and effect in their entirety. For the avoidance of doubt, AGC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

* All ANSI and ASTM standards referenced in this Agreement shall be the corresponding ANSI or ASTM standard as adopted by their respective governing organizations and then in effect at the time of AGC's manufacture of the product.

Duraseal®, Super Spacer®, and Duralite® are registered trademarks of Quanex IG Systems, Inc.

Intercept® is a registered trademark of PPG Industries, Inc.

Comfort Select™, Energy Select™, and Krystal Images™ are trademarks of AGC.