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Guardian Fabrication, LLC Insulating Glass Limited Warranty

Guardian Fabrication, LLC ("Guardian") warrants to its immediate customer only that:

1. Guardian's insulated glass units will not develop material obstruction of vision as a result of fogging or film formation on the internal glass surfaces caused by failure of the seal due to defects in material or workmanship for a period of:
 - twenty (20) years from the date of original manufacture for IG's manufactured using Guardian's Align™ spacers
 - ten (10) years from the date of original manufacture for IG's containing dual seal spacers other than Guardian's Align spacers
 - five (5) years from the date of original manufacture for IG's containing single seal spacers other than Guardian's Align spacers

Under this warranty, "IGs" are sealed insulating glass units manufactured by Guardian made with annealed, coated, pattern, heat strengthened or laminated glass and glazed in a vinyl, wood, aluminum or clad window or door in each case in a 4-sided captured frame system.

2. Notwithstanding the warranty periods specified in Sections 1 or 3 of this limited warranty, laminated glass ("Laminated Product") that is incorporated into an insulated glass unit will not contain manufacturing defects resulting in edge separation that materially obstructs vision through the glass surfaces for ten (10) years from the date of manufacture. Laminated Product and IGs may be collectively referred to in this limited warranty as the "Product."
3. Notwithstanding the warranty periods specified in Sections 1 or 2 of this limited warranty, IGs with a capillary tube installed by Guardian that is under 0.021" inner diameter (ID) whether sealed or left open (not crimped and sealed at the end), have a warranty period of (5) five years from date of manufacture. Unsealed tubes over 0.021" ID are not covered by this limited warranty.

Guardian is not responsible for any warranties that its customer provides to subsequent customers or other end users of the Product. To make a claim under this limited warranty, Guardian's immediate customer must (a) notify Guardian of any alleged defect promptly in writing to its customer care representative with a copy to the Vice President & General Manager of Guardian Fabrication, LLC at 2300 Harmon Road, Auburn Hills, Michigan 48326 and (b) provide Guardian an opportunity to inspect the Product before its removal from any installation/glazing system. If a Product fails to conform to this Limited Warranty, Guardian's liability is limited, at Guardian's exclusive option, to Guardian supplying replacement Product to Guardian's immediate customer without charge at the original point of delivery or, in the alternative, refunding 100% of the original net selling price to Guardian's immediate customer. This Limited Warranty does not cover labor or any other replacement, installation, or fabrication costs and is Customer's sole and exclusive remedy for breach of warranty. The warranty period for any replacement Product supplied under this Limited Warranty extends only to the remaining warranty period on the original Product.

CONDITIONS THAT WILL VOID THIS LIMITED WARRANTY

1. The Product is broken or fractured.
2. The Product is stored, processed, installed, cleaned, or otherwise handled contrary to Guardian's written instructions and/or published User's Guidelines, Product Application Notes, or other specified guidelines and standards or the Product is not installed in accordance with proper glazing techniques as outlined in The Glass Association of North America (GANA) Glazing Manual and Sealant manual, most current edition.
3. A film is applied to the interior or exterior of the Product, with the exception of temporary films applied by Guardian that protect the IG prior to use.
4. The Product is installed in a sloped or horizontal orientation.
5. The Product's center deflection is calculated at greater than 1".
6. The Product is discarded or destroyed before reasonable opportunity for inspection by Guardian or its designee.
7. The Product is damaged not due to any fault of Guardian, including for example by shipping, transport or storage, abnormal weather conditions, faulty installation, building construction or building design, exposure to acids, alkalis, or incompatible cleaning materials such as solvents or corrosive or abrasive compounds, or contact with abrasive items whether inside an IG unit (i.e., muntin bars, Venetian blinds, etc.) or outside (i.e., sand blasting, razor blades, scrapers, or metallic objects), contact or proximity to other glazing cavity materials that cause damage or degradation to any component of the Product.



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8. The Product is used in commercial applications (such as structural glazing, curtain wall, etc.), except when glazed into a 4-sided captured frame system.
9. The Product incorporates an opened hole to any component or open or unsealed tube greater than 0.021" ID or the Product incorporates a capillary tube that is installed by an entity other than Guardian.

EXCEPT FOR THE EXPRESS LIMITED WARRANTY DESCRIBED ABOVE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCT OR ANY PART OR COMPONENT THEREOF AND NO WARRANTY SHALL BE IMPLIED BY OPERATION OF LAW OR OTHERWISE. IN NO EVENT SHALL GUARDIAN BE LIABLE TO ANY PERSON OR ENTITY FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR CHARGES FOR ANY REASON, EVEN IF SUCH DAMAGES OR CHARGES ARE FORESEEABLE OR GUARDIAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CHARGES. NEITHER GUARDIAN GLASS, LLC OR ANY OF ITS AFFILIATES WILL BE A GUARANTOR OR SURETY WITH RESPECT TO, OR OTHERWISE BE RESPONSIBLE FOR, ANY OF GUARDIAN'S OBLIGATIONS UNDER THIS LIMITED WARRANTY. NEITHER GUARDIAN, GUARDIAN GLASS, LLC OR ANY OF ITS OR THEIR AFFILIATES ARE RESPONSIBLE FOR DETERMINING THE EFFECTIVENESS, SUITABILITY OR SAFETY OF ANY PARTICULAR USE OR APPLICATION OF AN IG. BUILDING CODE REGULATIONS VARY FROM AREA TO AREA AND CUSTOMER SHOULD CONSULT LOCAL BUILDING AND SAFETY CODES FOR SPECIFIC REQUIREMENTS.

No variation or change from this Limited Warranty will be binding upon Guardian unless made in writing specifically referencing this Limited Warranty and signed by an authorized employee Guardian.