



## **Trulite Glass & Aluminum Solutions Opacicoat Spandrel Glass: Limited Warranty**

### **WARRANTY COVERAGE:**

Subject to the terms and conditions set forth below, Trulite Glass & Aluminum Solutions, LLC ("Trulite"), warrants that its glass coating (the "Product"), when used in accordance with (i) our technical data sheets and other written instructions, (ii) applicable building codes and regulations, and (iii) prescribed standard industry practices, will be free from defects resulting in peeling, cracking or deterioration of the coating of the Product for a period of ten (10) years (the "Limited Warranty Period") from the date of shipment. This Limited Warranty shall be conditioned upon and subject to the installer, general contractor, architect of record or owner's (each a "Customer") determination that the Product is suitable for and compatible with the Customer's intended use, and such determination shall be the sole responsibility of the Customer.

### **EXCLUSIONS FROM WARRANTY COVERAGE:**

The following are specifically excluded from coverage under this Limited Warranty:

the failure of, damage to, or defects in the Product resulting from or caused by: improper usage; use of cleaners, solvents, acids, alkalis or any other chemicals on or around finished Product; faulty building construction or design; glass breakage, whether spontaneous, accidental or from any other cause; Acts of God, including, but not limited to hurricanes, flooding, earthquakes or other types of natural disasters and/or abnormal weather conditions; acts of negligence, or the misuse or abuse of the Product; improper installation; failure to comply with our technical data sheets and other written instructions, applicable building codes and regulations, and standard industry practices; incompatibility with other coatings, sealants, gaskets, lubricants, insulation or any other materials; normal wear and tear due to usage; and scratches or abrasions to the Product. This Limited Warranty will be null and void in the event that full payment is not received for goods and services within the agreed upon terms of sale.

### **YOUR LEGAL RIGHTS:**

THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE CONTAINED IN THIS LIMITED WARRANTY. TO THE EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE **IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED**. ANY IMPLIED WARRANTIES ARISING BY OPERATION OF LAW ARE LIMITED IN DURATION TO THE TERM OF THIS LIMITED WARRANTY, BUT SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. NO IMPLIED WARRANTY CAN BE MODIFIED BY ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. This Limited Warranty: (i) is limited to the original purchaser and is nontransferable; (ii) replaces all previous warranties; and (iii) applies only to purchases and installations within the United States on or after Oct 24, 2011.

### **FILING A CLAIM:**

To file a claim under this Limited Warranty, you must contact us, in writing, within fifteen (15) calendar days of the discovery of an alleged manufacturing defect in a Product, at Trulite Glass & Aluminum Solutions LLC, Attn: Technical Services Department, 10200 N.W. 67<sup>th</sup> Street, Tamarac, Florida 33321. Proof of purchase must be submitted with any notice of claim. We have the right to physically inspect an installation site and obtain samples from that job installation and of the Product used in that installation before we determine the validity of your claim. Your claim must be received and evaluated by us before any repair or replacement work is performed; otherwise, this Limited Warranty will be null and void. For additional information regarding our warranty policy, please refer to our website at [www.trulite.com](http://www.trulite.com).

### **YOUR EXCLUSIVE REMEDY:**

If a Product is proven defective within the Limited Warranty Period, then as your sole remedy, Trulite will replace the defective Product without charge, FOB to the Trulite location nearest to the place of installation or, at Trulite's option, refund the purchase price of the defective Product. Trulite will not be liable for any other expenses involved in the removal of such Product, installation of a replacement Product, or any other incidental or consequential damages, including, without limitation, attorney's fees. The warranty for any replacement Product shall be limited to the terms and conditions of this Limited Warranty and shall continue for a period of time equal to the remainder of the Limited Warranty Period provided hereunder.