



## Trulite Glass & Aluminum Solutions Mirror Glass: Limited Warranty

### WARRANTY COVERAGE:

Subject to the terms and conditions set forth below, Trulite Glass & Aluminum Solutions, LLC ("Trulite"), warrants that, when used in accordance with (i) our technical data sheets and other written instructions, (ii) applicable building codes and regulations, and (iii) standard industry practices, mirror glass products (the "Products" and each a "Product") will:

1. be constructed with glass conforming to ASTM C 1036 Standard Specification for Flat Glass, Type 1, Class 1 and 2, Q2
2. conform to ASTM C 1503 Standard Specification for Silvered Flat Glass Mirror; and
3. be free of black edge defects resulting from improper production

This Limited Warranty shall continue for a period of five (5) 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 Products are 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 Products resulting from or caused by: improper usage; use of cleaners, solvents, acids, alkalis or any other chemicals on or around finished Products; Products subjected to standing water; installations in swimming pool enclosures, bath enclosures, commercial refrigeration products, or Product installed or used in an application other than indoor use; the placement of any type of aftermarket film on the Products; 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 Products; 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 Products. 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.

### LIMITATION OF LIABILITY:

**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. NO IMPLIED WARRANTY CAN BE MODIFIED BY ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. FURTHER, THE REPAIR, REPLACEMENT OR REFUND AS DESCRIBED BELOW IS THE EXCLUSIVE REMEDY, AND THIS REMEDY IS AVAILABLE ONLY TO THE CUSTOMER.**

### OTHER LIMITATIONS OF THIS WARRANTY:

Trulite shall not be liable to the Customer or anyone else for consequential, incidental, special, exemplary, indirect, or punitive damages, including, without limitation, lost profits, labor costs, or any other pecuniary damage resulting from or related to personal injury, death, property damage, whether due to any defect, delay, nondelivery, nonperformance, recall, breach, or other reason. All claims in tort, strict liability, and failure of essential purpose are waived and excluded, including claims of damage assertedly caused by Trulite's negligence. Except for as set forth in this Limited Warranty, Trulite shall not be liable to the Customer in tort, strict liability, or any other legal or equitable theory for any alleged defect in the design or manufacture of the Product or for the omission or alleged inadequacy of any warning related to the Product. Except for this Limited Warranty, the Customer accepts the Products "as is" with all faults and assumes the risk of loss for any defect or nonconformity. There are no third-party beneficiaries to this Limited Warranty. Customer acknowledges and declares that these limitations and waivers have been brought to the Customer's attention and explained, that the Customer has read and understood all terms and agrees to be so bound, and that the Customer's receipt of the Products and



this Limited Warranty signifies that the Customer has voluntarily and knowingly consented to all terms, including the waivers and limitations contained within this Limited Warranty.

#### **THE CUSTOMER'S EXCLUSIVE REMEDY:**

If a Product is proven defective within the Limited Warranty Period, then as the Customer's sole remedy, Trulite either will: (A) replace the defective Product without charge, FOB to the Trulite location nearest to the place of installation or; (B) 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, transportation costs or labor. 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 in this Limited Warranty.

#### **THE CUSTOMER'S WARRANTY IS NON-TRANSFERRABLE:**

For multiple business reasons, including the duty to care and maintain the Product appropriately, this Limited Warranty (unless Trulite agrees, in a written agreement signed by Trulite, with the Customer to amend this provision): (i) is limited to the Customer to whom the Product was sold and is nontransferable, nonassignable and cannot be extended by operation of law or otherwise beyond the Customer; (ii) replaces all previous warranties; and (iii) applies only to purchases and installations within the United States on or after September 1, 2016.

#### **FILING A CLAIM:**

To file a claim under this Limited Warranty, the Customer 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, 403 Westpark Ct. Suite 201, Peachtree City, GA 30269, although Trulite may change this address by written notice to the Customer as provided on Trulite's website. Proof of purchase from the Customer 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 Products used in that installation before we determine the validity of the Customer's claim. The Customer's 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).

#### **THIS WARRANTY IS GOVERNED BY GEORGIA LAW:**

In providing this Limited Warranty, Trulite and the Customer agree that Georgia law governs this Limited Warranty, including Title 11, Official Code of Georgia Annotated, § 11-2-101, *et seq.* This Limited Warranty shall be governed by and interpreted according to Georgia law, without giving effect to conflict of law principles. Except as provided above, any action or claim arising out of or relating to this Limited Warranty may be brought, if at all, in a federal or state court in Atlanta (Fulton County), Georgia having subject matter jurisdiction over the matter, and the Customer irrevocably consents to the jurisdiction of that court and waives any objection that the court in Atlanta is an inconvenient forum. At Trulite's sole election, any dispute arising out of or related to this Limited Warranty shall be submitted to binding arbitration in Atlanta, Georgia in accordance with the rules of the American Arbitration Association. Any award ordered in such arbitration shall be enforceable in any court of competent jurisdiction.