



## **TEMPERED GLASS - STANDARD LIMITED WARRANTY**

### **TEMPERED GLASS 10 YEAR LIMITED WARRANTY**

Clarity Glass Wholesalers, LLC (Clarity Glass), 5555 W Sam Houston Pkwy N., Houston, TX 77041, warrants upon, and subject to the following terms and conditions that its Tempered ("Heat Treated") glass will meet the requirements ASTM C-1048 for a period of ten (10) years from the date of manufacture ("Warranty Period"). Depending on the type of glass and its application, it will within a reasonable time, at its option, either refund the purchase price of the Heat Treated glass, or provide a replacement piece (or, if the product is no longer available, a replacement suitable in the sole opinion of Clarity Glass, that constitutes a comparable replacement). F.O.B. Clarity Glass. In no event will Clarity Glass' liability exceed the purchase price of the unit.

### **WARRANTY CLAIM PROCEDURE:**

All Claims under this warranty must be made in writing, via email or fax, to Clarity Glass and be accompanied by proof of purchase.

### **CONDITIONS, EXCLUSIONS AND LIMITATIONS:**

Clarity Glass reserves the right to inspect, in the field, any Heat Treated glass that is alleged to be defective in order to confirm the validity of the warranty claim. Should the customer elect to replace the defective Heat Treated glass, Clarity Glass will not be liable for any other expenses, including, but not limited to, removal of the defective glass, installation of replacement units, any labor, materials, and/or any other damages, including incidental, indirect, special, or consequential damages. Further, the warranty of the replacement Heat Treated glass will be limited to the remainder of the warranty period of the original Heat Treated glass.

### **THIS WARRANTY SHALL BE VOID IN EACH OF THE FOLLOWING CIRCUMSTANCES:**

(1) If Heat Treated glass scratches, fractures or breaks for any cause, or, (2) if the Heat Treated glass fails due to improper shipping, handling, storage or installation, or, (3) if the Heat Treated glass, or the surrounding area, is subjected to improper cleaning including, but not limited to, abrasive cleaners, stiff brushes, sharp objects, strong alkalis, acids, or other chemicals or cleaning materials which do not comply with National Standard of Glass Cleaners, or, (4) if the Heat Treated glass is installed with non-compatible sealants, including, but not limited to, compounds, tapes, paints, lubricants or solvents.

This Warranty is not transferable without prior written consent of Clarity Glass, which consent may be withheld entirely in its discretion, and any attempted assignment without such prior written consent shall void this Warranty. The Purchaser has no power or authority to transfer this Warranty or to bind Clarity Glass to any liability whatsoever to any other person. No other person (including subsidiaries, agents, dealers, distributors, contractors or installers) has any authority to bind Clarity Glass with any representation or warranty whether oral or written.

Clarity Glass shall not be liable under this Warranty for personal injury, loss, claims, property damage, or labor, material or other costs (whether special, consequential, incidental or otherwise), and this Warranty is the Purchaser's sole and exclusive remedy against Clarity Glass. Clarity Glass specifically disclaims liability under any theory of law arising out of the installation or performance of or damages sustained by or caused by products not furnished by Clarity Glass.

Clarity Glass' failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms or conditions of this Warranty.