## WHOLESALE GLASS DISTRIBUTORS, INC. Ten (10) Year Limited Warranty

**Insulating Glass** 

Wholesale Glass Distributors, Inc. (WGD) warrants, subject to the conditions and restrictions contained herein, that WGD units(s) ("the Unit") to which this Limited Warranty applies contained in insulating glass windows and doors manufactured by WGD will be free from material obstruction of vison as a result of film accumulation on interior glass surfaces resulting exclusively from failure of the hermetic edge seal (from sources other that glass breakage or cracking) due to faulty manufacture by WGD for a period of 10 (10) years from the date of manufacture of the WGD insulating window or door containing the unit. This Limited Warranty extends only toto the first purchaser (the "Original Purchaser") of the Unit from WGD (or its authorized representative, i.e., distributor, dealer, contractor or first purchaser (i) occupying the single-family home upon completion of construction of the home, or (ii) then residing in the single-family home on the date of the installation of the Unit in the single-family home. This Limited Warranty cannot be assigned or transferred by operation of law or otherwise and shall not be extended to any subsequent owners of the single-family home.

If the Unit fails to perform in accordance with the above statements during the applicable warranty period, WGD will, upon written notification and validation of the complaint by inspection by its designated representative, supply a replacement for the non-conforming Unit or grant a credit for a portion of the cost of the Unit, as hereinafter specified. WGD's obligation under this Limited Warranty is to supply a replacement Unit for the non-conforming Unit FOB WGD nearest shipping point to the installation or home during the first year through the end of the tenth year of the Limited Warranty period.

The amount of said credit will be based on WGD's normal replacement Unit price to its distributors as of the date the claim is made. Labor of any kind or other costs to remove the non-conforming Unit and/or to install the replacement Unit is not included in the Limited Warranty. WGD will bear no other expense of any kind and the Original Purchaser's exclusive remedy shall be replacement or credit on the basis stated. The Original Purchaser shall pay any and all labor costs necessary to install replacement Units.

The Limited Warranty I void, and WGD shall not be obligated to replace any Unit or provide a credit for any Unit where the necessity of such replacement in WGD's opinion, is due in whole or in part to improper installation of the WGD insulating window or door containing the Unit, maintenance or service, modification or alteration, involving the Unit. Additionally, this Limited Warranty shall not apply to (i) a Unit sold or installed outside of the United States, (ii) a Unit damaged in handling and/or surface or edges of the glass, (iii) seal failures do to faulty or improper installation, (iv) use of unapproved exterior applied agents (e.g., films or decorative substances), (v) a Unit installed in a high vibration area (e.g., airports), or a high moisture area (e.g., swimming pool or spa enclosures) where there is excessive vibration of the building or foundation or abnormal moisture or chemical environments, (vi) a Unit sold or installed in an excessive saline environment, (vii) a Unit made to a pattern shape, (viii) a Unit made with beveled glass, or (ix) a Unit made with internal muntin bars (1 year warranty only).

If WGD supplies a replacement Unit, the limited warranty of the replacement Unit will extend for the time remaining on the original Limited Warranty hereunder and the warranty period will not be extended. In all cases the date of manufacture of the WGD insulating window or door containing the Unit to the date that the claim is made will govern the extent of coverage under this Limited Warranty.

WGD reserves the right to discontinue or make changes in the Unit and/or in any of its insulating windows or doors or other products. If the Unit covered by the Limited Warranty is not available, in the event of replacement of a non-conforming Unit, WGD shall have the right to substitute a replacement Unit that in WGD's sole discretion is equal or greater in value.

WGD is providing an express Limited Warranty as set forth herein. WGD cannot and shall not be liable for a breach of any other written or oral express warranties, such as those, if any, given by dealers, contractors, applicators, installers or distributors of the Unit and/or of the WGD insulating windows or doors containing the unit. ANY IMPLIED WARRANTIES AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS OF HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVELIMITATION MAY NOT APPLY TO YOU. WGD SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGE OR INCIDENTAL DAMAGES FOR BREACHOF ANY EXPRESS WRITTEN ORAL OR IMPLIED WARRANTIES. YOUR EXCLUSIVE REMEDY SHALL BE REPLACEMENT OR CREDIT ONLY ON THE TERMS STATED IN THIS EXPRESS LIMITED WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTIAL OR CONSEQUENTIAL DAMAGES. SO, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

This Limited Warranty gives you specific legal rights. You may also have other rights which vary from State to State. Claims under this Limited Warranty must be presented along with invoice number showing when purchased, as soon as practical after the discovery of the non-conforming Unit and in all cases within the applied warranty period.

The Limited Warranty is extended solely by WGD and applies only to Units manufactured by WGD. No distributors, or other representatives, or other person has authority to alter or change this Limited Warranty either orally or in writing on behalf of WGD.

Glazing Contractor	Wholesale Glass Distributors, Inc.
Job Name	Date Signed