

## WARRANTY

Cover Glass USA, INC., warranty applies only to products as originally installed in the customer's property and does not apply to any tear outs or re-installations.

The warranty runs from the original date of purchase and is transferable to subsequent end users for the remainder of the stated warranty period in the original structure. The warranty of replacement products furnished pursuant to this warranty will be limited to the remainder of the warranty period of the original product and will be to the standards and/or specifications in affect at the time of the claim and not at the time of original manufacture.

In order for the warranty to be in effect, the end user must only use water and mild soap. Do not use solvent-based or abrasive cleaners or blades.

Customer must protect the product after installation from mortar, stucco, paint, or similar products. Do not modify this product, remove any of the glass or make any adjustments without the written approval from the factory. The product must be maintained and any debris must be removed from the track. Cover Glass USA, INC. cannot be held responsible if there is any subsequent movement, deterioration, warping, and stress from movement of the structure in which the glass is installed resulting in the system not being able to be used properly.

During the first ten (10) years after the date of purchase, Cover Glass USA, INC. obligations shall be limited to, as its option, the repair or replacement of defective glass which it determines to be defective in material or workmanship under normal use and service. This warranty does not cover glass breakage due to accident damage, abuse, misuse, scratches by other trades, scratches reported 3 days after installation, improper care of alteration, faulty building construction or design, or acts of God, such as floods, fire and earthquakes.

During the first ten (10) years after the date of purchase, Cover Glass USA, INC. obligations shall be limited to, as its option, the repair or replacement of any defective working parts contained within the Cover Glass USA, INC. system in which it determines to be defective under normal use and service.

Component Finishes - All coating is warranted for a period of five (5) years against defects resulting in cracking, peeling and other loss of adhesion, unless in coastal environments (within three (3) miles of a sea coast or salt water, which will be warranted for a period of three (3) years). Because surfaces may not be equally exposed to the sun and elements, Cover Glass USA makes no warranty with respect to the uniformity of fading.

This express limited warranty is in lieu of all other warranties, express or implied. There are no implied warranties of merchant liability or fitness for a particular purchase or any other warranties that extends beyond this express limited warranty. Under no circumstances will Cover Glass USA, INC. be liable for any costs of shipping, taxes, disassembly, removal or reinstallation of the product, except as provided by this warranty. In the event of any disagreement or dispute between Cover Glass USA, INC. and a customer, or any claims under state or federal law, the parties shall submit such disagreement or dispute to mediation. If they are unable to resolve the disagreement or any dispute by mediation, the matter will be submitted to binding arbitration pursuant to the rules of the American Arbitration Association or another similar association or service mutually agreeable to the parties. The mediation and arbitration shall be carried out in San Diego, California and judgement upon the award rendered pursuant to such proceeding may be entered in any court having jurisdiction thereof. This express limited warranty shall be governed by and construed in accordance with the laws of the state of California.

### OTHER WARRANTY LIMITATIONS

This Warranty does not cover damage or conditions caused in whole or part by:

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- Improper handling, modification, or waterproofing; Movement of surrounding substrates; Failure to prevent the effects of sheeting rain or water or failure to provide an appropriate flashing system; Failure to meet code or specification requirements.
- Product installed within close proximity of any coastal area or body of salt water; Filiform corrosion in coastal environments, tarnish, or corrosion to hardware finishes; Product installed in other harsh or corrosive environments, including near swimming pools or where subjected to harsh chemicals such as road salt, solvents, acid, brick or mortar wash, or cleaning chemicals.
- Normal weathering, wear and tear; Discoloration of finish; Failure to follow the Cover Glass USA operation and maintenance instructions; Failure to operate the product for more than one month; Failure to clean and maintain aluminum surfaces in accordance with AAMA 609 and 610 or not maintaining adequate cleaning records.
- Water or water intrusion or air infiltration; design of an appropriate flashing system; failure to provide an adequate overhang and to prevent the effects of sheeting water from above; zero post corner and curved systems; and product installed in high moisture environments or in structures that fail to allow for the proper management of drainage or moisture;
- Condensation on interior of product as a result of excess humidity
- Structural integrity issues, including improper sizing of header and movement or sagging of framing of the header and flaws in building design and construction; alignment of meeting panels; slight expansion or contraction due to varying environmental conditions.
- Minor glass imperfections which do not impair structural integrity including slight bubbles, lines, surface imperfections or discolorations; any imperfections in the glass not detected from within ten feet whilst looking through the glass as per the guidelines established by federal standard ASTM C 1036-01.
- Accident, misuse, abuse, failure to follow the care and maintenance instructions and increased frequency of maintenance required in a corrosive environment or the seacoast in order to prevent damage from salt water; finish failures or corrosion of aluminum or damage to other components caused by chemicals or environment conditions including but not limited to air pollutants, acid rain, brick-wash, muriatic acid, direct contact with concrete and salt spray; field modification of product; impact or wind pressure; exposure to conditions beyond published performance data; or as a result of any cause beyond our control (e.g. fire, flood, earthquake, other acts of nature, and acts of third parties outside of our control).

### DISCLAIMERS & LIMITATIONS

Any liability of Cover Glass USA is contingent upon owner fulfilling its notice obligations as stated in this Warranty. Owner shall have no standing to assert a claim absent timely notice to Cover Glass USA and an opportunity to cure. The remedies prescribed in this Warranty are the exclusive and sole remedies available to owner. In no event shall the liability of Cover Glass USA arising out of a product defect exceed the price paid for the product.

This Warranty is the sole warranty for the Cover Glass USA product. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. COVERGLASS USA SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. The warranties detailed in this document are the only statements of the legal responsibility of Cover Glass USA.

This warranty is limited to defects in materials and workmanship and expressly excludes damage or defects caused by or arising from:

- Water or water intrusion or air infiltration; design of an appropriate flashing system; failure to provide an adequate overhang and to prevent the effects of sheeting water from above; zero post corner and curved systems; and product installed in high moisture environments or in structures that fail to allow for the proper management of drainage or moisture;
- Condensation on interior of product as a result of excess humidity
- Structural integrity issues, including improper sizing of header and movement or sagging of framing of the header and flaws in building design and construction; alignment of meeting panels; slight expansion or contraction due to varying environmental conditions.

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- Minor glass imperfections which do not impair structural integrity including slight bubbles, lines, surface imperfections or discolorations; any imperfections in the glass not detected from within ten feet whilst looking through the glass as per the guidelines established by federal standard ASTM C 1036-01.
- Accident, misuse, abuse, failure to follow the care and maintenance instructions and increased frequency of maintenance required in a corrosive environment or the seacoast in order to prevent damage from salt water; finish failures or corrosion of aluminum or damage to other components caused by chemicals or environment conditions including but not limited to air pollutants, acid rain, brick-wash, muriatic acid, direct contact with concrete and salt spray; field modification of product; impact or wind pressure; exposure to conditions beyond published performance data; or as a result of any cause beyond our control (e.g. fire, flood, earthquake, other acts of nature, and acts of third parties outside of our control).

All hardware products should be cleaned and maintained as outlined in our maintenance guide provided to you at the completion of installation and, as frequently as necessary. Hardware in coastal and salt water environments should be cleaned and maintained every two (2) months as a minimum and more frequently to prevent buildup of salt water or corrosive residue. In event of a warranty claim user must be able to present maintenance schedule as recommended above.

### PROCEDURE FOR WARRANTY CLAIMS

Please inspect your order immediately upon receipt. If you have a problem, immediately upon discovery contact us directly.

Mail:

Cover Glass USA, Inc. (Attention: Customer Service)

1287 Morena Blvd, San Diego, CA 92110

Phone:

(800) 317-2984

Fax:

(619) 275-5921

Email:

info@coverglassusa.com

Provide the following: 1) Cover Glass USA order number 2) date system was installed, 3) how to contact you, 4) the address of where the product can be inspected, and 5) a description of the problem and the product (including photographs). All visible defects must be reported within three (3) days from the day installation has been completed. Failure to report any such defects within three (3) days, Cover Glass USA reserves the right to exercise its discretion on warranty coverage in this regard. Cover Glass USA will charge a fee for services and parts. However, any fees paid will be refunded if the product is found to contain a defect covered by this warranty.

### OPERATION OF COVERGLASS USA FRAMELESS SLIDING GLASS DOORS

Cover Glass USA Frameless Sliding Glass Doors are specialty products which are required to be used in a particular manner. Children under the age of sixteen (16) should not use systems without an adult being present. Cover Glass USA Frameless Sliding Glass Doors should be operated as recommended by us. Failure to do so can cause injury. Improper function of our door systems can lead to injury by way of fingers being caught and pinched between folding and sliding panels.