

N.G.I Inc. Resin Limited Warranty

For a period of 10 years from the date of shipment from NGI Inc, all resin supplied for use in the Glasslam Process is warranted, to its immediate customer only, not the recipient of laminated glass through resale, re-branding, nor any ultimate or implied intended user of said laminated glass and subject to the terms and conditions of this Resin Limited Warranty (hereinafter referred to as "warranty"), not to contain manufacturing defects resulting in de-lamination or discoloring of the interlayer that materially obstructs vision through the glass surfaces. By purchase or receipt of resin from N.G.I., Inc., the customer acknowledges that specifically excepted from this warranty is slight color variations which may be found in, or result in the laminated glass or the laminated glass components including, but not limited to, the clear lamination, colored lamination, lamination chemical pigmentation, clear laminated glass and colored laminated glass, as such laminated glass components and laminated glass may fade over a period of time due to variations in the lamination components and laminated glass components.

In all cases, in the event the resin fails to conform to this warranty as described herein and above, the customer's sole and only obligation for any breach of the warranties contained herein shall be limited to the replacement of the defective resin F.O.B. shipping point, or a refund of the actual purchase price paid by buyer, as N.G.I., Inc. shall in its sole and exclusive discretion determine appropriate under the circumstances. Labor costs are not covered by and are specifically excluded from this warranty.

This warranty does not apply to replacement resin beyond the warranty period applying to the original resin. N.G.I., Inc., reserves the right to inspect any laminated glass product, which is alleged to be defective prior to its removal from the glazing system, installation or fabrication location. Failure to provide N.G.I., Inc with forty-five (45) days written notice and opportunity to inspect any alleged defect in a laminated glass unit or lite as contemplated under this warranty will automatically result in N.G.I., Inc. having no liability under this warranty. This warranty does not apply to or cover any resin which has been used, installed, shipped and/or sent to any location outside the continental United States; furthermore, this warranty does not apply to or cover any laminated glass replacement lite or unit, beyond the period covering the original laminated glass lite or unit. N.G.I., Inc. shall not be liable to any person or entity for indirect, special, incidental, or consequential damages, or charges for any reason.

Additional Conditions Which Will Void The Warranty

In addition to any other term or condition of this warranty, if any of the following events occur, N.G.I., Inc. will have no liability under this warranty:

1. If the glass surfaces or panes are broken, chipped, and/or fractured.
2. If the laminated glass is subjected to standing water or other liquids or chemicals.
3. If the laminated glass product is damaged or altered by handling, storage, fabrications or installation contrary to industry standards as promulgated and accepted in the industry, including, but not limited to those industry standards of GANA- Glass Association of North America, which includes these former independent associations: FGMA, LSGA, and GTA; SIGMA- Sealed Insulating Glass Manufacturers Association; IGMA- Insulating Glass Manufacturers Association of Canada; NAAMM North American Association of Mirror Manufacturers; and AAMA; American Architectural Manufacturers Association or equivalent.
4. If the laminated glass is attacked or effected by incompatible glazing lubricants, glazing soaps, incompatible glazing gaskets, glazing sealants, incompatible cleaning fluids, moisture or building runoff, gluing or attachment of non-N.G.I., Inc. applied films, direct contact with paints, adhesives, solvents, or insulation, or exposure to solvent or chemical fumes.
5. If the laminated glass was discarded or destroyed.
6. If the laminated glass is installed in water craft, solar collectors, on roof or building tops, or in or on refrigeration products.
7. If the laminated glass is installed in a manner which exposes the laminated glass to extreme and/or harsh weather conditions.
8. If the glass, resin, or adhesive interlayer of the laminated glass is cut or altered in any fashion, including, but not limited to, being sanded, cut, or effected with the assistance of flammable liquids, either ignited or non-ignited.
9. If all or part of the laminated glass is covered with paper, paint, signs or any products that will trap heat and/or cause increased temperatures or thermal stresses on the laminated glass.
10. If the exposed edges of any laminated glass are not properly treated with Glasslam Edge Sealant every two (2) years from the date of the manufacture or fabrication of the laminated glass.

EXCEPT FOR THE EXPRESS WARRANTY DESCRIBED ABOVE N.G.I., INC. MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES AND THERE ARE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR COMMERCIAL VIABILITY WITH RESPECT TO THE LAMINATED GLASS OR ANY PART OR COMPONENT THEREOF AND NO WARRANTY SHALL BE IMPLIED BY OPERATION OF LAW OR OTHERWISE. THIS WARRANTY SUPERSEDES ANY ORAL, OR WRITTEN WARRANTIES, OR REPRESENTATIONS MADE OR IMPLIED BY ANY OF N.G.I., INC. EMPLOYEES OR REPRESENTATIVES OR N.G.I., INC. BROCHURES, PAMPHLETS, MANUALS, LITERATURE, OR OTHER MATERIAL.

No variation or change from this warranty will be binding upon N.G.I., Inc. unless made in writing and signed by a duly authorized officer of N.G.I., Inc.