



**CLASSIC® TEMPERED GLASS DOORS or SIDELITES
CLASSIC® CLAD ALUMINUM DOORS
Warranty & Disclaimer
Rev. January 2008**

Subject to the following terms and conditions, Vitro America, Inc., provides to our customer a LIMITED WARRANTY for a period of TWO (2) YEARS from the date of manufacture. Vitro America warrants that the CLASSIC® TEMPERED GLASS DOOR or SIDELITE shall meet, in all material respects, the requirements of the version of ASTM C 1036 and ASTM C 1048 in effect on the date of manufacture. These products shall also meet the safety glazing provisions of 16 CFR 1201 C2. Vitro America warrants the materials and workmanship of our CLASSIC® TEMPERED GLASS DOOR or SIDELITE or CLASSIC® CLAD ALUMINUM DOOR. Vitro America warrants the workmanship of the labor used to apply parts or hardware to these Classic products. **Any Classic Product replaced under the terms of this warranty, shall be warranted only for the balance of the original warranty period.**

THE VITRO AMERICA WARRANTY IS AS STATED ABOVE, AND DOES NOT EXTEND TO:

Classic Products that have been modified in any way after their sale. Glass which has been broken: **Vitro America does not warrant any glass against breakage from any cause;** glass or metal which has not been installed in a workmanlike manner and glazed in accordance with the GANA "Glazing Manual"; Hardware and parts by others: ACI will pass on any warranties supplied by our hardware suppliers; Discoloration of brass, or other copper alloy finishes, which are subject to tarnishing, including wearing off of clear protective finishes.

APPEARANCE:

Tempered glass is subject to distortion caused by the heating and cooling cycles that produce the increased strength and the safety breakage pattern of fully tempered glass. In addition to this distortion, tempered glass will also show a "strain pattern" from the quenching process when it is viewed under fully or partially polarized light. These visual characteristics are not defects and cannot be eliminated.

This warranty is in lieu of any and all other warranties, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. Vitro America will not be liable for any direct, indirect, incidental, punitive, consequential, exemplary or other damages of any kind whatsoever, other than direct damages based on Vitro America's failure to honor its "repair or refund" obligations set forth below, whether such claim is based on theories of contract, warranty, negligence, tort, strict liability or otherwise.

As a prior condition to any obligation of Vitro America, the purchaser must have fully and finally paid for the **Classic® Products** purchased from Vitro America and must have provided written notice to Vitro America of any claim being asserted. That notice must include proof of purchase and payment and a written description of the alleged defect. The determination as to whether the warranty is applicable shall be made by Vitro America and, unless clearly erroneous, shall be binding on the parties hereto. In all events, Vitro America's sole and exclusive liability and the sole and exclusive right of the purchaser for an actual breach of the warranty shall be limited to replacement of the **Classic® Products**, FOB the nearest shipping point, or the refund of the original purchase price, at Vitro America's option. **Under no circumstances shall Vitro America be liable, directly or indirectly, for any actual or claimed labor costs, expenses or obligations, including, but not limited to, any which may arise from the manufacture, processing, removal, installation, reinstallation, reprocessing or disposal of any Classic® Products sold by Vitro America.** The terms of this warranty shall control any additional or conflicting terms contained in any purchase order or other document. The entire warranty is embodied in this writing and this agreement may be amended only with the express prior written consent of an officer of Vitro America, Inc., and this instrument is the complete and exclusive statement of the terms hereof.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights, which vary from State to State.