



LIMITED WARRANTY SCARGARD® MIRROR

Vitro America provides this warranty with respect to its ScarGard® mirror products. No other statement or representation concerning any of Vitro America's products shall be construed as a warranty. This warranty applies to ScarGard® mirror products and shall extend only to Vitro America's immediate customer, and to no other person.

Vitro America warrants to purchaser that for a period of five years from date of manufacture (stamped on the back of its mirrors) under normal conditions, its float glass mirrors will be free of silvering defects resulting from improper production. Such defects include discoloration, black spots, and clouding of the silver film. This warranty will be void if a Vitro America ScarGard® mirror is damaged in handling or installation; subjected to foreign matter put on the back of the mirror by others, including but not limited to drippings from cleaning or painting of walls; subject to requirements outside of normal architectural conditions; exposed to abnormal conditions; used outside the United States.

Purchaser's Remedy—Purchaser's sole remedy and Vitro America's sole responsibility with respect to any product which is defective under any warranty applicable thereto shall be: REPLACEMENT OF SUCH PRODUCT WITHOUT CHARGE F.O.B. THE CUSTOMER'S PLACE OF BUSINESS; OR, AT VITRO AMERICA'S OPTION IF REPLACEMENT IS IMPRACTICAL, THE REFUND OF THE PURCHASE PRICE THEREOF. IN NO EVENT SHALL VITRO AMERICA BE LIABLE FOR ANY LABOR EXPENDED BY OTHERS ON ANY SUCH MIRRORS, OR FOR ANY OTHER COSTS INCURRED IN THE REMOVAL OF DEFECTIVE MIRRORS, OR IN THE INSTALLATION OF REPLACEMENT MIRRORS, OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Vitro America reserves the right to have any mirror reported as being defective under this warranty field-inspected by a qualified factory representative and returned to the factory.

This warranty does not apply to replacement units beyond the period applying to the original unit.

No expressed or implied guarantee of delivery is provided. Estimated delivery dates listed on order acknowledgments are based on order requirements, lead-time from vendors, and fabrication required to complete orders. Vitro America will not accept or allow any charges associated with late delivery.

Vitro America has no control over installation workmanship and materials, or conditions of application. Therefore, no representation of expressed or implied warranty, either to merchantability or fitness, is made as to the performance or results of an installation containing its products which extends beyond the description as stated above.

The information herein is accurate and reliable to the best of Vitro America's knowledge. No employee, agent, representative, distributor or seller has authority to change or modify this warranty either verbally or in writing.

THE WARRANTY CONTAINED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ALL WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.