



## CUT-SIZED ANNEALED GLASS

### 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 ONE (1) YEAR from the date of manufacture. Vitro America warrants that our CUT-SIZED ANNEALED GLASS shall meet, in all material respects, the requirements of the version of ASTM C 1036 in effect on the date of manufacture. **Any glass 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:**

**Cut-Sized Annealed Glass that has been modified in any way after its sale.** Cut-Sized Annealed Glass that has been broken or glass that has not been installed in a workmanlike manner and glazed in accordance with the GANA "Glazing Manual". **Vitro America does not warrant any glass against breakage from any cause.**

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 **Cut-Sized Annealed Glass** 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 **Cut-Sized Annealed Glass**, 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 Cut-Sized Annealed Glass 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.