

SeriousGlass™ 10-YEAR COMMERCIAL LIMITED WARRANTY

Pursuant to this warranty (this "Warranty"), Serious Materials, Inc. ("Serious Materials") guarantees to the original commercial purchaser ("Original Purchaser") of SeriousGlass™ units of less than fifty square feet ("Applicable Unit") that Serious Materials will, at Serious Materials' option, replace or provide a refund for an Applicable Unit that has a manufacturing defect as evidenced by suspended film degradation or formation of dust or moisture on an interior surface resulting from failure of the hermetic seal due to faulty manufacture of the Applicable Unit during the 10-year warranty period defined below ("Warranty Period"), provided, that Serious Materials receives prompt notice of such defective materials or workmanship, and provided further, that such guarantee is subject to Serious Materials' right to field inspect and verify any SeriousGlass™ unit claimed to be defective prior to approving any refund or replacement. For the avoidance of confusion, any unit of SeriousGlass™ over fifty square feet or with radius tops or special shapes is not covered under this Warranty.

Persons Covered and Definition of Warranty Period

This Warranty extends only to the Original Purchaser of the Applicable Unit. The Warranty Period commences on the date of shipment of the product from the factory and ends ten (10) years from such date. The warranty certificate will be issued after final payment has been received. If the Applicable Unit is replaced under this Warranty, the new unit will carry a new Warranty commencing on the first date of the Warranty Period. If the Original Purchaser seeks to have the Applicable Unit replaced, the Applicable Unit must be returned to Serious Materials for inspection within 30 days of the replacement ship date so that Serious Materials may determine whether credit can be applied for replacement.

Exclusions from Coverage and Restrictions

This Warranty is limited to the manufacturing defects specified above. This Warranty is effective only if the Applicable Unit is properly handled and installed in an adequate frame, free of abnormal stresses, with setting blocks supporting both inner and outer lites, and in full compliance with both GANA (Glass Association of North America) and SMI Installation guidelines. Commercial setting blocks must be a minimum of 4" in length and 1/8" wider than the Applicable Unit. Neither wood nor metal may be in contact with the Applicable Unit's surface. The glazing cavity must have an external seal impervious to water, and internal passageways providing quick and thorough drainage of condensation or leakage. There must be no exposure to HVAC environmental supporting significant condensation on any glazing-cavity surface and the Applicable Unit may not be "butt" or "flush" glazed. The full perimeter of sealant and spacer must be covered. Exterior gasketing (or glazing compound) must be sloped outward to shed water from the glazing pocket. Glazing compounds must be compatible with the Applicable Unit's perimeter sealant and the breather tube must have been securely closed upon delivery. Applicable Units mounted in any position other than vertical carry a five-year prorated warranty.

This Warranty does not defects or damage related to the following: misuse, abuse, improper storage, improper handling, improper installation or application, unauthorized modification, alterations including but limited to the use of applied tints, films, finishes or other substances, use of harmful cleaning products or solvents, lack of maintenance, broken glass, vandalism, normal wear and tear including but not limited to natural weathering, fading, chalking or accumulation of dirt, exposure to air pollutants, structural failure of walls or foundations, damage from settlement of the structure, installation in a boat, ship, vehicle, swimming pool or greenhouse structure, condensation occurring as a natural result of humidity within the area, stresses from localized heat that causes excessive temperature differential over the glass surfaces or edges, or acts of nature (e.g., fire, hurricane, earthquake, ice, hail or wind damage, etc.), or defects or damage relating to causes or occurrences beyond the control of Serious Materials. Serious Materials reserves the right to discontinue, modify or redesign any product without notice. Under no circumstances will Serious Materials be liable for incidental or consequential damages such as, but not limited to, costs, inconvenience, damage or injury to persons or property or any other expense.

Replacement or Refund

If Serious Materials provides a replacement unit, it will furnish the unit FOB Serious Materials' factory and credit the Original Purchaser for the unused portion of the Warranty Period (replacement charges will be based on current SeriousGlass™ prices at the date of claim notification). If Serious Materials provides a refund, it will refund in cash the amount of the unused portion of the Warranty Period. Notwithstanding the foregoing, in no event shall Serious Materials' liability exceed the original selling price of the glass. Serious Materials will not bear responsibility for any other expenses, including, but not limited to, shipping, material, labor, installation or removal costs of any kind.

No other warranties

The foregoing, limited warranties are the only warranties applicable to units of SeriousGlass™ and are granted in lieu of any warranties, verbal or written, express or implied, including implied warranties of merchantability and/or fitness for a particular purpose that purport to extend beyond this Warranty.

