

## EXPRESS LIMITED WARRANTY

This Express Limited Warranty ("Limited Warranty") is effective for products manufactured by Glass Expanse, LLC ("Glass Expanse") after March 1, 2017, and extends to original end users and transferees, subject to the limitations and requirements set forth herein.

### I. WHAT THIS WARRANTY COVERS

#### A. General Coverages

Except as set forth in the Special Coverages section below, Glass Expanse warrants that if your product exhibits a defect in material or workmanship that renders the product unfit for ordinary, recommended use we will, at our option and sole discretion, repair or replace the product, or refund the purchase price of the product or component part. Glass Expanse reserves the right to determine whether or not a defect exists and if it is covered under this Limited Warranty. If we replace the product, such replacement will be of the same product or a similar current product where the original product has been discontinued or modified, and the replacement may not be an exact match to the original product. Skilled labor (where deemed necessary by Glass Expanse) and general labor to repair or replace any component is not included unless expressly provided as specified below. These warranties do not include any costs to repair or replace surrounding substrates, trim, or other carpentry work, or any costs incurred due to delays or other construction costs, late charges or damaged delivery, loss of time, inconvenience, or loss of use of the product or any parts or components. All warranty periods set forth in this Limited Warranty are calculated from the manufacturing date as specified on the Notice of Production email. If you have any questions regarding the manufacturing date, please contact us directly by phone or email.

**Installation Requirements** – Glass Expanse doors are a specialty product and cannot be installed in the same way as a typical door or window. Glass Expanse will provide an installation manual and spec sheet to assist with installation. Glass Expanse is not responsible for correcting or repairing damages to the doors, the surrounding components, or to the structure that result from poor or improper installation, unless such installation was performed directly by Glass Expanse. Glass Expanse's Express Limited Warranty does not cover any damage, deterioration, or malfunction resulting from the poor or improper installation or removal of the Glass Expanse product, unless such installation or removal was performed directly by Glass Expanse.

Our products are designed to be installed with at minimum a sixty (60) inch overhang to prevent the effects of sheeting water from above. Installation of a Glass Expanse product into a structure with less than a sixty (60) inch overhang will render any and all warranties covering water intrusion void. It is not our responsibility to design or recommend a flashing system appropriate for each job condition. We offer products that are designed to be weather resistant in exterior applications when installed and adjusted properly, however, because of certain conditions and applications over which we have no control, **we do not warrant** that our products are impervious to water or water intrusion and air infiltration. We recommend that a professional waterproofing consultant be used to properly integrate our product into the weather barrier of the wall structure.

**Product Registration** – The original end user must register the product by completing the online product registration process located at [www.glassexpanse.com/warranty](http://www.glassexpanse.com/warranty). The original end user's failure to register the product within 6 months after occupancy of the property will result in any and all warranties set forth in this Limited Warranty being void and of no force and effect.

**Transfer of Warranty** – The product warranties provided for in this Limited Warranty may be transferred in connection with the sale of your property provided that any purchaser of your property must complete the online warranty transfer process located at [www.glassexpanse.com/warranty](http://www.glassexpanse.com/warranty). The transferee's failure to register the warranty transfer within one year, will result in any and all warranties set forth in this Limited Warranty being void and of no force and effect.

PRODUCT	COVERAGE	NOTES/REQUIREMENTS
<b>Hardware, Extrusions and Components</b>	10 years from manufacture date	<p>All hardware, extrusions and components need to be cleaned and maintained as described in Glass Expanse full care and maintenance instructions.</p> <p>Hardware and components in coastal environments (within three (3) miles of a seacoast or salt water) should be cleaned and maintained every three months at a minimum and more frequently to prevent buildup of salt water or corrosive residue. In the event of a warranty claim, user must present cleaning and maintenance schedule.</p>
<b>Weather Seals</b>	10 years from manufacture date	<p>Systems should be adjusted as per our recommendation and according to variances in site conditions so as not to put undue stress and/or pressure on seals during operation. Glass Expanse will ship replacement seals to property but will not be responsible for labor costs associated with repair or replacement.</p>
<b>Glass</b>	10 years from manufacture date	<p>We warrant insulated glass against failure of the air seal and that each unit will be free from material obstruction of vision <u>as a result of</u> fogging or film formation on the internal surfaces due to premature failure of the glass seal. We warrant laminated glass against delamination resulting in materially obstructed vision through the laminated glass.</p>

PRODUCT	COVERAGE	NOTES/REQUIREMENTS
<b>Spontaneous Glass Breakage</b>	1 year	<p>Applies to sealed glass units installed in windows and patio doors. Laminated glass and special glazing is excluded. Coverage includes replacement glass and skilled labor necessary to replace the glass. (Spontaneous breakage occurs when the glass develops a crack without sign of impact.)</p>
<b>Anodized &amp; Powder Coated Extrusions</b>	10 years	<p>Extrusion finish is only warranted against defects resulting in cracking, peeling, or exhibiting excessive chalk, fade or color change.</p> <p>If product is located within three (3) miles of a seacoast or salt water or other corrosive environment, warranty period is only for one (1) year and you must use required additional and specific maintenance requirements as described in Glass Expanse full care and maintenance instructions, which include</p>

		cleaning and maintenance every three months at a minimum and more frequently to prevent buildup of salt water or corrosive residue.
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## II. WHAT THIS WARRANTY DOES NOT COVER

Glass Expanse is not liable for damage, product failure or poor product performance due to:

- Normal weathering, wear and tear, including normal wear and tear of weather seals; natural weathering of surfaces and variance in color.
- Normal wear and tear to hardware and naturally occurring changes to hardware finishes (e.g., corrosion or tarnishing).
- Exposure to chemicals (e.g. brick wash) or a harsh environment (e.g. salt spray or airborne pollutants) unless otherwise stated above.
- Misuse, abuse, failure to provide proper maintenance, or failure to maintain adequate cleaning records. .
- Alteration or modification of the product (e.g. customer applied tints or films, paint finishes, security systems).
- Any cause beyond the reasonable control of Glass Expanse (e.g., fire, flood, earthquake, other acts of nature, and acts of third parties outside of our control).
- Failure to provide an adequate overhang for aluminum doors. For general guidelines, see our product literature on our website at [www.glassexpanse.com/warranty](http://www.glassexpanse.com/warranty). For specific information pertaining to your structure, consult your contractor or other building professional.
- Improper installation or re-installation not in conformance with Glass Expanse installation manual and specification sheets, unless such installation or re-installation was performed directly by Glass Expanse.
- Improper finishing, including, but not limited to, not properly finishing all sides of the products before exposure to weather.
- Failure to immediately repair any breaches such as scratches, chips or abrasions in any finish
- Failure to clean and maintain aluminum surfaces in accordance with AAMA 609 and 610.

- Installation into a structure that is not compatible with product design standards, certified performance specifications, or is not in compliance with building codes.
- Extreme artificial temperature buildup or exposure (e.g., where storm doors/windows are present).
- Hardware or inserts that are not provided by us, such as locksets, door handles, strikes, etc.
- Damage as a result of condensation (Note: unless due to insulating glass failure, most condensation problems are related to excessive humidity levels in a structure. Contact a heating/air conditioning specialist for help).
- Water intrusion or air infiltration on angled corner and curved systems.
- Glass breakage (except as specifically described in Special Coverages, “Spontaneous Glass Breakage”).
- Slight expansion or contraction of product components due to varying environmental conditions; slab movement (shrinkage or swelling) of ¼” or less due to temperature and humidity. Consult the Care and Maintenance Packet on how to work with this natural movement.
- Structural integrity issues, including improper sizing of header and movement or sagging of framing or the header and flaws in building design and construction.
- Minor glass imperfections which do not impair structural integrity or obscure normal vision, including slight bubbles, lines, surface imperfections or discolorations; any imperfections in the glass not detected from within ten feet whilst looking through the glass as per the guidelines established by federal standard ASTM C 1036-01; cracked or broken glass or damage resulting from accident including from impact or wind pressure, misuse or abuse; glass with films or coatings applied; and failure of insulated glass seal due to contact of finishing product. Refer to Cardinal Quality Specification document for more information.
- Hairline cracks in factory-applied finishes; surface cracks that do not compromise the underlying material are not a defect.
- Damage or distortion to other property, including but not limited to, vinyl siding, building components or landscaping caused in whole or in part by reflection of light or heat from Glass Expanse windows or doors.
- Product or component performance decline due to aging, inert gas dissipation, natural processes or failure to provide proper maintenance. Note: other than inert gas loss due to seal failure, the migration of an inert gas, such as argon, is a natural process that occurs over time and is not a defect.
- Performance of product in conformance with any published Glass Expanse testing results in terms of air and water infiltration and structural loading. These results measure the performance of a single sample of the product of a certain size and configuration. Performance in the field may change over time depending upon the conditions of handling, installation, use and maintenance.

### III. HOW TO CONTACT US AND WHAT WE WILL DO FOR YOU

If you have a problem with your Glass Expanse product, contact us directly by email at [warranty@glassexpanse.com](mailto:warranty@glassexpanse.com).

In your correspondence, please provide the following information: (i) product identification, (ii) how to contact you, (iii) address where product can be inspected, and (iv) a description of the apparent problem with the product (with photos if possible). Any and all warranty claims must be made within the specified warranty period and within sixty (60) days of the discovery of the defect.

Upon receiving your notification, we will send an acknowledgment to the contact information that you have provided. We will investigate your claim and will begin to take appropriate action within fourteen (14) calendar days after receipt of notification. If your warranty claim is denied, we may charge an inspection fee for an onsite inspection that is required or requested by you.

Any action taken by Glass Expanse to repair or replace a product does not create a new warranty or extend the duration of the original product warranty. A failure by Glass Expanse to enforce a warranty provision shall not constitute a waiver barring subsequent enforcement. Replacement components/products are warranted for the balance of the original product warranty under the same terms and conditions as set forth herein.

If the claimed nonconformity is warp of door frame components, we may defer repairing or replacing the product or components for a period of up to twelve (12) months from the date of claim. It is not uncommon for a temporary warp condition to occur as the door panel adjusts to local humidity and temperature conditions. This deferral will not be counted against the warranty period.

### IV. LIMITATIONS OF LIABILITY AND OTHER LEGAL MATTERS

**Failure by the end user to follow the cleaning and maintenance instructions contained within this Limited Warranty will void any and all express warranties. Failure to report any defects to Glass Expanse within sixty (60) days of such defect becoming reasonably apparent will void any and all express warranties. Failure to register a product purchase or transfer as required in this Limited Warranty will void any and all express warranties. Failure to comply with the specifications in the Glass Expanse installation manual and specification sheet to install or re-install a product will void any and all express warranties.**

#### Operation of Glass Expanse Door Systems

Glass Expanse folding and sliding systems are specialty products which are required to be used in a particular manner. Children should not use systems without an adult being present. Glass Expanse door systems should be operated as recommended by us. Failure to do so can cause injury.

#### Applicable Law and Severability

This Limited Warranty shall be interpreted, construed, governed by, and enforced in accordance with the laws of the State of Texas, exclusive of choice of law rules. If any specific term of this Limited Warranty is prohibited by any applicable law, it shall be null and void, but the remainder of this Limited Warranty shall remain in full force and effect.

#### Binding Arbitration

Any controversy or claim arising out of or relating to this Limited Warranty or in any way related to a Glass Expanse product, including any claims based upon any federal or state statute, shall be submitted to binding arbitration in Bell County, Texas, pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The number of arbitrators shall be one (1). Each party shall be responsible for its own

costs relating to prosecuting and/or defending the arbitration, including without limitation, attorney's fees, copy costs, etc. It is expressly agreed that, unless prohibited by law or if such provision would render this paragraph unenforceable, in any such arbitration, the arbitrator shall not be allowed to award exemplary or punitive damages. The enforceability of this paragraph or any decision of the arbitrator shall be governed by the Federal Arbitration Act, if applicable, and otherwise by Texas state law. In the event of any litigation or arbitration regarding the subject matter of this Limited Warranty, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees and court costs incurred in connection therewith.

**This Limited Warranty sets forth our maximum warranty for our products. No one is authorized to modify or expand this Limited Warranty whether orally or in writing. The absolute limit of our liability is the product purchase price from Glass Expanse. We shall not be liable for special, indirect, consequential, incidental, or punitive damages of any kind and all such claims are waived to the fullest extent permitted by applicable law. The remedies described in this Limited Warranty shall be your sole and exclusive remedy with respect to any and all losses and damages arising out of or in connection with the product. All Glass Expanse products are sold "as is" and as such Glass Expanse does not make and expressly disclaims any and all other warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose to the original purchaser or to any subsequent user of the product. In the event applicable law precludes exclusion or limitation of implied warranties, the duration of any such warranties shall be no longer than, and the time and manner of presenting any claim thereon shall be the same as, that provided in the express warranty stated herein.**