

Guardian SunGuard Limited Warranty

Guardian Glass warrants, to its immediate customer only, that SunGuard coated glass products (the “Products”) manufactured by Guardian Glass will not contain manufacturing defects that result in visible deterioration in the coating:

- For ten (10) years from the date of original Product shipment by Guardian, when glazed as a component of a hermetically sealed insulating glass unit (“IG unit”) with the coated surface of the Product facing the interior airspace of the IG unit or when exposed to the interior of the building space if Guardian has specifically approved the Product for exposed applications; or
- For ten (10) years from the date of original Product shipment by Guardian, when laminated with a SunGuard HD coating facing the PVB if Guardian has specifically approved the Product for laminated applications; or
- For five (5) years from the date of original Product shipment by Guardian, when laminated with a SunGuard coating other than HD facing the PVB if Guardian has specifically approved the Product for laminated applications.

Guardian is not responsible for any warranties that its customer provides to subsequent customers or other end users of the Product.

To make a claim under this Limited Warranty, Guardian’s customer must (a) notify Guardian of any alleged defect promptly in writing to its customer care representative and (b) provide Guardian an opportunity to inspect the Product before its removal from any IG unit, end product, or installation/ glazing system. If a Product fails to conform to this Limited Warranty, Guardian’s liability is limited, at Guardian’s exclusive option, to Guardian replacing the Product without charge at the original point of delivery or, in the alternative, refunding 100% of the original net selling price to its customer. This Limited Warranty does not cover labor or any other replacement, installation, or fabrication costs. The warranty period for any replacement Product supplied under this Limited Warranty extends only to the remaining warranty period on the original Product.

CONDITIONS THAT WILL VOID THIS LIMITED WARRANTY

1. The Product is broken or fractured.
2. The Product is stored, processed, installed, cleaned, or otherwise handled contrary to Guardian’s written instructions and published User’s Guides, Product Application Notes, or other guidelines, which are incorporated by reference into this Limited Warranty, or to applicable industry standards.
3. The Product is discarded or destroyed before reasonable opportunity for inspection by Guardian.
4. The Product is installed in an IG unit in which the seal has failed.
5. The Product is incorporated into a laminated glass unit that has delaminated.
6. The Product is damaged not due to any fault of Guardian, including for example by abnormal weather conditions; faulty installation, building construction or building design; exposure to acids, alkalis, or incompatible cleaning materials such as corrosive or abrasive compounds; or contact with abrasive items whether inside an IG unit (i.e., muntin bars, Venetian blinds, etc.) or outside (i.e., razor blades, scrapers, or metallic objects).

EXCEPT FOR THE EXPRESS LIMITED WARRANTY DESCRIBED ABOVE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AND THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCT OR ANY PART OR COMPONENT THEREOF AND NO WARRANTY SHALL BE IMPLIED BY OPERATION OF LAW OR OTHERWISE. IN NO EVENT SHALL GUARDIAN BE LIABLE TO ANY PERSON OR ENTITY FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR CHARGES FOR ANY REASON, EVEN IF SUCH DAMAGES OR CHARGES ARE FORESEEABLE OR GUARDIAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CHARGES.

No variation or change from this Limited Warranty will be binding upon Guardian Glass unless made in writing specifically referencing this Limited Warranty and signed by an officer of Guardian Glass.