

### LIMITED LIABILITY WARRANTY

Tristar Glass, Inc. ("Tristar") warrants its glass products against defective materials or workmanship in accordance with the limitations, terms and conditions set forth below with respect to the specific product being purchased. This warranty is made only to customers who purchase products directly from Tristar and is not for the benefit of any other party. Notice of any warranty claim must be received by Tristar within the applicable warranty period for the specific product being purchased or the warranty claim will not be covered. Tristar's products are intended for installation and/or use by persons having the requisite skill and know-how to handle, install or use this product in accordance with the instructions published by the National Glass Association (NGA). Failure to comply with NGA standards will void Tristar's Limited Warranty. Specific warranty periods and terms are detailed below by types of Tristar's glass products. Breakage is not covered under this warranty.

In the event a glass product is found and verified by Tristar to be defective and is otherwise covered under the terms of Tristar's Limited Liability Warranty, Tristar will replace the unit without charge, FOB nearest shipping point to the place of installation or, at Tristar's option, refund the purchase price of the glass. In no event will Tristar's total aggregate liability exceed the purchase price of the glass unit. If Tristar elects to replace the defective unit, Tristar will not be liable for any other expenses, including, but not limited to, removal of the defective unit, installation of replacement units, any labor, materials and/or any other damages, including incidental, indirect, special or consequential damages, or any other losses or damages of any nature whatsoever. Further, the warranty of the replacement glass will be limited to the remainder of the warranty period of the original glass.

Tristar's Limited Liability Warranty is applicable only if the glass is installed, handled, unloaded and stored in accordance with Tristar's instructions and if the glazing compound used in installation is compatible with our insulating glass sealant. Tristar reserves the right to have all glass reported as being defective under this warranty field inspected by a Tristar representative and/or have the allegedly defective material returned to Tristar for inspection before any warranty claim is initiated.

The Purchaser's exclusive remedy is limited to the legal remedies described in this document and as may be further specified or limited by Tristar's Terms and Conditions of sale to the Customer. Tristar will not be liable for any incidental or consequential damages of any kind. Tristar's warranty will be void in the event that full payment is not received for goods and services within the agreed upon terms of sale.

TRISTAR GLASS, INC. MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY SPECIFICALLY DISCLAIMED.

THE EXPRESS REMEDIES STATED IN THIS DOCUMENT, AS MAY BE FURTHER SPECIFIED OR LIMITED BY TRISTAR'S TERMS AND CONDITIONS OF SALE TO THE CUSTOMER, WILL BE THE EXCLUSIVE REMEDIES AVAILABLE TO CUSTOMER AGAINST TRISTAR FOR ANY DEFECTS IN THE PRODUCTS SOLD OR FOR ANY DAMAGE RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, TRISTAR'S NEGLIGENCE. TRISTAR WILL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, WHETHER FOR NONCONFORMING OR DEFECTIVE PRODUCTS, BREACH OR REPUDIATION OF ANY AGREEMENT, NEGLIGENCE, OR FOR ANY OTHER REASON.



#### Tulsa

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#### Dallas

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#### Houston

19522 Aldine Westfield  
Houston, TX 77073  
832-485-2271

### INSULATING GLASS UNIT

Tristar warrants its insulating glass units for a period of ten (10) years from the date of unit manufacture or substantial completion of a commercial job where specific, but in any event not to exceed 11 years from the date of manufacture. Tristar warrants that under normal conditions, dust, film or moisture will not occur on the interior surface of the insulating glass unit.

**This insulating glass unit warranty shall be void under any of the following circumstances:**

1. Product failure due to improper usage or improper handling, loading, unloading or storage;
2. Unit cannot be glazed in a high moisture area, such as around swimming pools or hot tubs;
3. Unit must be vertically glazed – no sloped-glazed application will be warranted without technical review and written approval;
4. Unit must be supported mechanically on all sides;
5. Glazing system must be weeped to prevent water accumulation in glazing cavity;
6. IG units having capillary tubes are covered under warranty when used in high altitude applications and properly installed according to Tristar's written procedures. Units ordered with capillary tubes must be stored to protect the tube end from exposure to moisture and the elements until the unit can be sealed. Tristar will not warrant any unit failure due to moisture prior to the sealing of the capillary tube;
7. All products must be installed in accordance with proper glazing techniques as outlined in NGA's Glass Association of North America (GANA) Glazing Manual and Sealant manual, most current edition;
8. Any film applied to either the interior or exterior of an insulated unit will void the warranty;
9. No unit greater than 60 square feet will be warranted without technical review and written approval;
10. Any and all IG Units that possess a calculated center deflection that exceeds 1" [25mm].
11. Any unit containing a bend, notch and/or hole.

### LAMINATED GLASS

Tristar warrants its laminated glass products for a period of five (5) years from the date of shipment. Tristar's warranty covers manufacturing defects resulting in edge separation and/or delamination which materially obstructs vision through the glass.

**This laminated glass warranty shall be void under any of the following circumstances:**

1. Product failure due to improper usage or improper handling, loading, unloading or storage;
2. Placement of any type of surface applied film;
3. If it is determined that the laminated glass is compromised by contact with incompatible glazing sealants, cleaners, or other damaging solvents or products;
4. If the laminated glass is installed into a system that does not include a weep system or some means to keep the glass from setting in water;
5. Tristar will only warrant exposed edge applications with the use of Kuraray's SentryGlas® ionoplast interlayer and EVA interlayers.
6. All products must be installed in accordance with proper glazing techniques as outlined in NGA's Laminated Glazing Reference Manual.



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### **CERAMIC FRIT SILKSCREENED AND SPANDREL GLASS**

Tristar warrants its decorative silkscreened and spandrel glass with a ceramic frit coating for a period of ten (10) years from date of manufacture against defective materials or workmanship which could result in peeling, cracking or deterioration of the ceramic frit under normal conditions.

**This ceramic frit silkscreened and spandrel glass warranty shall be void under any of the following circumstances:**

1. Product failure due to improper usage or improper handling, loading, unloading or storage;
2. The glass is compromised by contact with incompatible glazing or installation materials, such as coatings, sealants, gaskets, setting blocks, lubricants or any other materials;
3. The system is not properly weeped to prevent water accumulation;
4. All products must be installed in accordance with proper glazing techniques as outlined in Tristar's instructions and those detailed in the NGA's Glass Association of North America (GANA) Glazing Manual and Sealant manual, most current edition;
5. Scratches or abrasions to the product;
6. Damage caused by cleaners, solvents, acids, alkalis or any other chemicals used on or around the products.

Notice of a claim under Tristar's limited warranty must be provided to Tristar in writing within 60 days of discovery of the facts giving rise to the claim.



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