

# SOUTHGATE GLASS & SCREEN, INC.

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## RESIDENTIAL LIFETIME WARRANTY INFORMATION

**ALL SOUTHGATE GLASS & SCREEN'S SINGLE AND DUAL SEALED INSULATED GLASS UNITS THIRTY (30) SQUARE FEET OR LESS BUILT AFTER MAY 1, 2009 ARE WARRANTED AGAINST SUBSTANTIAL OBSTRUCTION OF VISION FROM FOREIGN PARTICLES, FORMATION, OR MOISTURE ACCUMULATION BETWEEN THE SEALED PANES OF GLASS DUE TO SEAL FAILURE, DEFECTIVE MATERIAL, OR POOR WORKMANSHIP FOR AS LONG AS YOU OWN AND RESIDE IN YOUR HOME. IN ADDITION SOUTHGATE GLASS & SCREEN WILL PROVIDE THE LABOR TO INSTALL SUCH PRODUCT.**

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from State to State. This Limited Warranty applies only to the original purchaser, and is nontransferable. Further, this Limited Warranty applies only to residential glass units installed in the residence where the original purchaser resides. This Limited Warranty shall not apply if the failure of the seal is caused by an intervening cause, Acts of God, structural settling, fires, excessive heat, mishandling, misuse, abuse, improper installation, installation by persons who are not qualified glaziers, or by any cause whatsoever not within our exclusive control. No other express warranty is given and no affirmation of Southgate Glass & Screen, Inc, by words or action, will constitute a warranty.

This Limited Warranty **does not apply** to defects resulting from the following situations:

- A. Cracked, scratched, broken, or otherwise damaged units unless so identified at the time of delivery.
- B. Faulty Building Design/Construction, improper installation, installation by someone other than a qualified glazier, or if the unit was not installed according to the recommended glazing guidelines FGMA "Glazing Manual: and SIGMA Guidelines for Vertical Glazing".
- C. Units used or installed without a weep system or in a manner that water accumulates around the seal.
- D. Installation in skylights or other sloped glazing, greenhouses, refrigeration units, swimming pools, saunas, or other non vertical or extreme environments.
- E. Units adjacent to heat sources that are not properly baffled to diffuse the heat.
- F. Installation where vibration or structural deflection is likely to occur, such as in watercraft, aircraft, vehicles, motor homes, and adjacent to airports.
- G. Units built with leaded glass, stained glass or any customer supplied glass.
- H. Installation of units above the elevation of 3,000 ft without breather tubes.

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### **THERE ARE NO WARRANTIES OTHER THAN STATED IN THIS DOCUMENT.**

Buyer confirms that Buyer has not relied on Southgate Glass & Screen's skill or judgment to select or furnish goods for any particular purpose. **SOUTHGATE GLASS & SCREEN, INC EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES EITHER EXPRESS OR IMPLIED, AND THIS SALE IS MADE WITHOUT ANY IMPLIED WARRANTY BY SELLER THAT THE GOODS ARE MERCHANTABLE OR SUITABLE FOR ANY PARTICULAR PURPOSE AND, EXCEPT FOR THE WARRANTIES STATED HEREIN, THE UNITS ARE BEING SOLD "AS IS".**

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The obligations of Southgate Glass & Screen, Inc under this Warranty shall be limited to replacing or repairing the defective product, at Southgate Glass & Screen's option. If the product is replaced, Southgate Glass & Screen will replace the product F.O.B. its place of manufacture. If Southgate Glass & Screen cannot replace the defective unit and repair either is not commercially practicable or cannot be made within five (10) business days, Southgate Glass & Screen will refund the purchase price. Scaffold, lifts and other associated costs to remedy the problem will not be Southgate Glass & Screen's responsibility, and are expressly excluded from this Warranty. Southgate Glass & Screen, Inc shall have the right to inspect all returned products alleged to be defective. In no event will Southgate Glass & Screen be responsible for incidental or consequential damages that result from any defective unit. (Some States do not allow exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.) If Southgate Glass & Screen, Inc. determines that such product is not covered by this Warranty, Southgate Glass & Screen, Inc. will return the product to you at your cost and expense.

In order to make a claim under this warranty, you must notify Southgate Glass & Screen, Inc. of the failure of the goods to conform to the warranty. In order to obtain performance of any obligation under this warranty, you must, within thirty (30) days after delivery, notify Southgate Glass & Screen, Inc in writing at its address set forth above of the model of the defective unit, the date of installation, your name and address and the address where the unit was installed, proof of purchase of the unit, and make the unit available for inspection by Southgate Glass & Screen, Inc. and its representatives within fifteen (15) days after the date of your notification.

If there is a dispute regarding whether the unit is covered by this Limited Warranty, the following informal dispute settlement procedure is available to you: submit the dispute to binding arbitration with JAMS or AAA arbitrators within thirty (30) days after the date you became aware of the dispute. This informal procedure must be resorted to before you may pursue any legal remedies in the courts.

No agent, employee, or representative of Southgate Glass & Screen, Inc has any authority to bind it to any affirmation, representation, or warranty concerning the goods sold under this contract, and unless an affirmation, representation, or warranty made by an agent, employee, or representative is specifically included within this contract, it will not be enforceable. This document contains the entire warranty information between the parties and exclusively determines the rights and obligations of the parties, any prior course of dealing, custom or usage of trade, or course of performance notwithstanding.