

TEN (10) Year Limited Ceramic Frit Silkscreen and Spandrel Warranty

NORTHWESTERN INDUSTRIES-ARIZONA, Inc., (hereinafter called "**NWI-AZ**") provides this warranty with respect to its spandrel products. **NWI-AZ** warrants its **GlassFX** ceramic ink digital print, silkscreened and spandrel glass ceramic frit coatings to **PURCHASER** 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 ceramic ink or frit under normal conditions.

Any and all claims for product failure must be accompanied by conclusive test results from a certified testing facility stating that the spandrel product was improperly manufactured which caused the failure.

This warranty will be void if a **NWI-AZ'** spandrel is:

1. Applied to walls with adhesives not compatible with specified paint.
2. Damaged in handling or installation.
3. Subjected to foreign matter put by others, including but not limited to dripping from cleaning or painting of walls.
4. Subject to requirements outside of normal architectural conditions.
5. Exposed to abnormal conditions.

PURCHASER'S sole remedy and **NWI-AZ'** sole responsibility with respect to any product which is defective under this warranty hereto shall be REPLACEMENT OF SUCH PRODUCT WITHOUT CHARGE, FOB THE **PURCHASER'S** PLACE OF BUSINESS, OR AT **NWI-AZ'** OPTION, REFUND OF THE PURCHASE PRICE THEREOF. IN NO EVENT SHALL **NWI-AZ** BE LIABLE FOR ANY LABOR EXPENDED BY OTHERS ON SUCH GLASS OR FOR ANY OTHER COSTS INCURRED IN THE REMOVAL OF DEFECTIVE

GLASS OR IN THE INSTALLATION OF REPLACEMENT GLASS, OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES.

NWI-AZ reserves the right to have any spandrel reported as being defective under this warranty field inspected by a qualified factory representative and returned to its factory for further evaluation. This warranty does not apply to the replacement of spandrel products beyond the period or term applying to the original date the products were supplied.

No expressed or implied guarantee of delivery is provided. Delivery dates indicated on order acknowledgments, packing slips and provided by **NWI-AZ** are best estimates only and are based on order requirements, vendor lead-times, and internal fabrication schedules required to complete orders. **NWI-AZ** will not accept or allow any charges associated with late delivery.

Since **NWI-AZ** has no control over installation workmanship and materials, jobsite conditions or intended application, no representation of expressed or implied warranty, either to merchantability or fitness, is made as to the performance or results of the installation containing its spandrel products which extends beyond the description previously stated herein.

THIS LIMITED WARRANTY CONTAINED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. THIS WARRANTY MAY NOT BE CHANGED EXCEPT IN WRITING BY A DULY AUTHORIZED OFFICER OF **NORTHWESTERN INDUSTRIES-ARIZONA, INC.**