

ILLINOIS VALLEY GLASS & MIRROR, INC. – LIMITED WARRANTY STATEMENT

3300 N.E. ADAMS STREET – PEORIA, IL 61603 – (309) 682-6603

Subject to conditions and restrictions stated herein, each Illinois Valley Glass (IVG) unit is warranted against material obstruction to vision due to film formation or dust collection on the interior glass surface resulting exclusively from failure of the hermetic seal other than through glass breakage for a period of ten or five years from its date of manufacture, depending on the use to which the unit is put and the type of glass from which it is constructed. All units which have an overall thickness of 1" are warranted for a period of 10 years. Units of lesser construction and thickness have a warranty of 5 years. Exceptions to the above and in this regard, the five-year warranty period applies to IVG units which are used in airports, bus terminal or similar-type installations and or contain wired, laminated or other specialty-type glass; the ten-year warranty period applies to all other IVG units.

This warranty is made only to purchaser of IVG units who purchase such units directly from IVG. Warranty Coverage does not extend to:

- A) Seal failure incident to glass breakage.
- B) Unit(s) which have not been (1) installed in a good workmanship-like manner, and (2) glazed in accordance with IVG glazing instructions.
- C) Unit(s) installed in high moisture environments such as in swimming pool enclosures or greenhouses.
- D) Unit(s) used or installed in high-vibration environments such as in motor vehicles, trailers, water or aircraft, or at airports.
- E) Unit(s) installed in sloped glazing.
- F) Unit(s) in which improper weeping of the glazing system causes moisture to accumulate at any point on the units.

In the event any IVG unit fails to conform to this or any other warranty, IVG will replace such unit without charge F.O.B., Peoria, Illinois to the place of installation, or at IVG's option, refund the purchase price of such unit. IVG's RESPONSIBILITY AND PURCHASER'S REMEDY UNDER THIS OR ANY OTHER WARRANTY OR UNDER AND CONTRACT, NEGLIGENCE OR OTHER CLAIM OF LIABILITY SHALL BE LIMITED TO THE REMEDY DESCRIBED IN THE PRECEDING SENTENCE. IN NO EVENT SHALL IVG BE LIABLE FOR COSTS INCURRED IN THE REMOVAL OF DEFECTIVE UNITS OR THE INSTALLATION OF REPLACEMENT UNITS OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES.

In the event an IVG unit is replaced pursuant to this or any other warranty, the replacement unit is warranted hereunder only for the remainder of the warranty period applicable to the original unit.

IVG reserves the right to have any unit which is alleged to be defective under this or any other warranty field inspected by a factory representative and/or returned to the factory for inspection.

IVG SPECIFICALLY EXCLUDES ALL IMPLIED WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE SALE OF IVG UNITS. No statement or other representation concerning IVG products shall be deemed a warranty unless specifically identified as such herein.

No employee, agent or representative of IVG or other distributor of IVG products has authority to add to or modify this warranty, to make additional warranties, or to change any of the above conditions and restrictions of this warranty in a matter unfavorable to IVG either verbally or in writing. However, upon written request and subject to a possible adjustment to price, IVG may, in its sole discretion, provide an appropriate limited warranty with respect to the sale of any IVG unit from which the warranty stated above is otherwise excluded. Such limited warranty can only be made in writing and by the Company acting through its Vice-President of Operations.

Direct Consumer Purchasers:

Consumers who purchase IVG products directly from IVG for personal, family or household purposes should be aware that THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. Except where the above express warranty is inapplicable, the exclusion of implied warranties otherwise applicable to the sale of IVG products does not apply to purchases made by you for personal, family or household purposes. Moreover, as regards the remedies for non-conforming or defective products set forth above, SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

If you believe that any IVG units purchased by you fail to conform to the above warranty, please notify your IVG Regional Sales Manager, or write to: ILLINOIS VALLEY GLASS & MIRROR, INC., 3300 N.E. Adams Street, Peoria, IL 61603.