

## CARDINAL LG COMPANY LIMITED WARRANTY OF LAMINATED GLASS

LIMITED WARRANTY OF HEAT STRENGTHENED OR TEMPERED GLASS. Cardinal LG Company ("Cardinal"), a Wisconsin corporation, warrants only to the original non-consumer customer (the "Customer") for a period of one (1) year from the date of sale to the Customer (the "Limited Warranty Period") that heat strengthened and tempered glass products produced by Cardinal ("Heat Strengthened Glass") and ("Tempered Glass") and purchased by the Customer meet at the time of sale ASTM Standard Specification C1048 Standard Specification for Heat Treated Flat Glass - Kind HS, Kind FT Coated and Uncoated Glass. Cardinal also warrants only to the original non-consumer Customer for a period of one (1) year from the date of sale to the Customer (the "Limited Warranty Period") that Tempered Glass products produced by Cardinal ("Tempered Glass") and purchased by the Customer meet at the time of sale the requirements of the Safety Glazing Certification Council ("SGCC").

SOLE REMEDIES APPLICABLE TO LIMITED WARRANTIES OF HEAT STRENGTHENED GLASS AND TEMPERED GLASS. If any breach of either of the preceding Limited Warranties respecting Heat Strengthened Glass and Tempered Glass (the relevant product(s) is(are) the "Product(s)") is reported to Cardinal before the end of the applicable Limited Warranty Period by the Customer, Cardinal, at its exclusive option, will upon confirmation of the existence of a defect covered by the applicable Limited Warranty either:

- a. Provide a replacement Product to the Customer in exchange for the defective Product or,
- b. Refund to the Customer Cardinal's original selling price for such defective Product. If Cardinal elects to supply a replacement Product, any Limited Warranty that would otherwise apply to such replacement Product will only extend for a Limited Warranty Period equal to the remaining balance of the original Limited Warranty Period for the defective Product. All replacement Products will be provided FOB Cardinal's nearest plant.

LIMITED WARRANTIES OF MONOLITHIC LAMINATED GLASS. Cardinal warrants only to the original non-consumer customer (the "Customer") that for the applicable Limited Warranty Period set out below, the monolithic laminated glass products identified below which are produced by Cardinal and purchased by the Customer will not have defects in material or workmanship that cause delamination of the laminated glass resulting in materially obstructed vision through the laminated glass:

- a. for monolithic laminated glass incorporating Dupont's™ Sentry Glas® interlayer ("SG® Laminated Glass"), the limited warranty period is ten (10) years from the date of Cardinal's manufacture (the "Limited Warranty Period");
- b. for monolithic laminated glass incorporating either only a polyvinyl butyral interlayer ("PVB Laminated Glass") or a PVB interlayer and a polyethylene terephthalate interlayer ("PET Laminated Glass") or an ethylene vinyl acetate interlayer ("EVA Laminated Glass"), the limited warranty period is five (5) years from the date of Cardinal's manufacture (the "Limited Warranty Period"); and

c. for monolithic laminated glass used in the ballistics market incorporating one or more composite interlayers comprised of Dupont's™ Sentry Glas® interlayer, a polyvinyl butyral interlayer and a polyethylene terephthalate interlayer (the "Ballistics Laminated Glass"), the limited warranty period is five (5) years from the date of Cardinal's manufacture (the "Limited Warranty Period").

The interlayer of PVB Laminated Glass, PET Laminated Glass, EVA Laminated Glass and Ballistics Laminated Glass that is persistently exposed to moisture at the edge can absorb moisture resulting in discoloration at the edge and perimeter of the product ("Edge Blush"). Cardinal does not warrant PVB Laminated Glass, PET Laminated Glass, EVA Laminated Glass or Ballistics Laminated Glass products against Edge Blush.

SOLE REMEDIES APPLICABLE TO LIMITED WARRANTIES OF MONOLITHIC LAMINATED GLASS PRODUCTS. If any breach of the preceding Limited Warranties respecting monolithic SG® Laminated Glass, PVB Laminated Glass, PET Laminated Glass, EVA Laminated Glass or Ballistics Laminated Glass (collectively, the "Monolithic Laminated Glass Product(s)") is reported to Cardinal before the end of the applicable Limited Warranty Period by the Customer, Cardinal, at its exclusive option, will upon confirmation of the existence of a defect covered by one of the Limited Warranties either:

a. Provide a replacement Monolithic Laminated Glass Product to the Customer in exchange for the defective Monolithic Laminated Glass Product or,

b. Refund to the Customer Cardinal's original selling price for such defective Monolithic Laminated Glass Product. If Cardinal elects to supply a replacement Monolithic Laminated Glass Product, any Limited Warranty that would otherwise apply to such replacement Monolithic Laminated Glass Product will only extend for a Limited Warranty Period equal to the remaining balance of the original Limited Warranty Period for the defective Monolithic Laminated Glass Product. All replacement Monolithic Laminated Glass Products will be provided FOB Cardinal's nearest Laminated Glass plant.

LIMITED WARRANTY AND SOLE REMEDIES FOR INSULATING GLASS UNITS. Cardinal warrants only to the original non-consumer Customer for a period of twenty (20) years from the date of Cardinal's manufacture (the "Limited Warranty Period") that insulating glass units produced by Cardinal with XL Edge® or Endur® spacers and with or without glass that is laminated ("Insulating Glass Units") and purchased by the Customer will be free from material obstruction of vision as a result of fogging or film formation on the internal glass surfaces caused by failure of the seal which is due to defects in material or workmanship. Cardinal warrants only to the original non-consumer Customer for a period of twenty (20) years from the date of Cardinal's manufacture (the "Limited Warranty Period") that Insulating Glass Units produced by Cardinal with SG® Laminated Glass (also, "Insulating Glass Units") and purchased by the Customer will be free from defects in material or workmanship which cause delamination of the laminated glass. Cardinal warrants only to the original non-consumer Customer for a period of five (5) years from the date of Cardinal's manufacture (the "Limited Warranty Period") that Insulating Glass Units produced by Cardinal with PVB Laminated Glass,

PET Laminated Glass EVA Laminated Glass or Ballistics Laminated Glass (also, "Insulating Glass Units ") and purchased by the Customer will be free from defects in material or workmanship which cause delamination of the laminated glass. With respect to Insulating Glass Units in which capillary tubes were installed by Cardinal, the relevant warranty above shall be valid only if such Insulating Glass Units are (i) properly installed and (ii) in "high altitude" applications. Cardinal's requirements concerning installation of Insulating Glass Units with capillary tubes and its definitions of "high altitude(s)" can be obtained at [www.cardinalcorp.com](http://www.cardinalcorp.com) in Technical Services Bulletin #IG13 – 11/07 "Capillary Tubes & Breather Tubes" or by writing to Cardinal IG Company, 7201 West Lake Street, Minneapolis, MN 55426-4320.

Cardinal also warrants only to the original non-consumer Customer for a period of one (1) year from the date of sale to the Customer (the "Limited Warranty Period") that Insulating Glass Units meet the requirements of the Insulating Glass Certification Council ("IGCC") Class CBA, and ASTM E 2190 Standard Specification for Insulating Glass Unit Performance and Evaluation.

If any breach of any of the preceding Limited Warranties respecting Insulating Glass Units is reported to Cardinal before the end of the applicable Limited Warranty Period, Cardinal, at its exclusive option, will upon confirmation of the existence of a defect covered by the applicable Limited Warranty either:

- a. Provide a replacement Insulating Glass Unit and grant to the Customer a reglazing allowance equal to 50% of Cardinal's original selling price of such defective Insulating Glass Unit.
- b. Refund to the Customer 150% of Cardinal's original selling price for such defective Insulating Glass Unit.

**DISCLAIMER OF IMPLIED & OTHER WARRANTIES.** THE PRECEDING EXPRESS LIMITED WARRANTIES ARE THE EXCLUSIVE WARRANTIES MADE BY CARDINAL NOTWITHSTANDING ANY OTHER DOCUMENT OR PROVISION INCLUDING WITHOUT LIMITATION ANY SPECIFICATIONS AND CARDINAL MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS SOLD IN CONNECTION WITH THIS DOCUMENT, WHETHER (a) AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR ANY OTHER MATTER; (b) ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE; OR (c) THAT THE PRODUCTS WILL BE FREE FROM INFRINGEMENT OR VIOLATION OF ANY RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS, OF THIRD PARTIES. CARDINAL DISCLAIMS ANY WARRANTY THAT PVB LAMINATED GLASS, PET LAMINATED GLASS, EVA LAMINATED GLASS OR BALLISTICS LAMINATED GLASS PRODUCTS WILL NOT SUFFER EDGE BLUSH. THESE DISCLAIMERS SHALL APPLY EVEN IF ONE OF THE PRECEDING LIMITED WARRANTIES FAILS OF ITS ESSENTIAL PURPOSE.

EXCLUSIVE REMEDIES. THE EXPRESS REMEDIES STATED IN THIS DOCUMENT WILL BE THE EXCLUSIVE REMEDIES AVAILABLE TO THE CUSTOMER AGAINST CARDINAL FOR ANY DEFECTS IN THE PRODUCTS SOLD IN CONNECTION WITH THIS DOCUMENT OR FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER WITH RESPECT TO SUCH PRODUCTS, INCLUDING WITHOUT LIMITATION, CARDINAL'S NEGLIGENCE. The purpose of the express exclusive remedies is to provide the Customer with the replacement of, or to enable the Customer to return in exchange for cash consideration, products produced by Cardinal which are found to be defective under any one of the preceding Limited Warranties. These exclusive remedies will not be deemed to have failed of their essential purpose as long as Cardinal is willing and able to replace such defective products in the prescribed manner or willing to accept return of such defective products in exchange for the stated cash consideration. CARDINAL WILL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, WHETHER FOR DEFECTIVE OR NONCONFORMING PRODUCTS, BREACH OR REPUDIATION OF ANY TERM OR CONDITION OF THIS DOCUMENT, NEGLIGENCE, OR ANY OTHER REASON. THESE EXCLUSIVE REMEDIES SHALL BE THE CUSTOMER'S EXCLUSIVE REMEDIES EVEN IF ONE OF THE PRECEDING LIMITED WARRANTIES FAILS OF ITS ESSENTIAL PURPOSE. FOR PURPOSES OF THIS SECTION, "CARDINAL" INCLUDES CARDINAL'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS. IN NO EVENT SHALL THE TOTAL COLLECTIVE CUMULATIVE LIABILITY OF CARDINAL, ITS EMPLOYEES, OFFICERS, AGENTS, AND DIRECTORS EXCEED THE AMOUNT PAID TO CARDINAL BY THE CUSTOMER FOR THE PRODUCT FROM WHICH SUCH LIABILITY AROSE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE MOST RECENT CLAIM BY THE CUSTOMER.

LIMITATIONS APPLICABLE TO ALL LIMITED WARRANTIES. The preceding Limited Warranties are given only to the Customer who is the first non-consumer purchaser of the relevant product, and are not given to any subsequent owners or any other user of such product or any other person or entity. The preceding Limited Warranties do not apply to alleged defects resulting from or related to: improper use or applications, persistent exposure to moisture in the sash, incompatible glazing materials, misuse, rough handling, job site/window cleaning scratching or other abuse, failure to adhere to applicable instructions, glass breakage, tampering, neglect or any reason not related to defects in material or workmanship of the relevant product. The preceding Limited Warranties respecting Heat Strengthened and Tempered Glass will also not apply to products that are subjected to additional fabrication (e.g. grinding, drilling, sandblasting, etc.) or exposed to temperatures in excess of 400° F for a sustained period of time. The preceding Limited Warranties respecting Laminated Glass Products will also not apply if there is incompatibility of the interlayer with other materials used in conjunction with the Laminated Glass Product or the Laminated Glass Product is exposed to corrosive materials, including but not limited to sulfur or chlorine. The preceding Limited Warranties respecting Insulating Glass Units will also not apply to Insulating Glass Units that are installed in structural glazing and sloped glazing applications unless Cardinal reviews in advance and approves in writing all of the glazing details and other relevant facts of the proposed application and the actual application conforms in all respects to the details and facts disclosed to Cardinal and the conditions of Cardinal's written approval. The preceding Limited

Warranties respecting Insulating Glass Units will also not apply to Insulating Glass Units in which capillary tubes are installed by someone other than Cardinal unless Cardinal reviews in advance and approves in writing all of the installation and sealing details and other relevant facts about the proposed capillary tubes and the actual installation, sealing and other relevant matters conform in all respects to the details and facts disclosed to Cardinal and the conditions of Cardinal's written approval.

TECHNICAL SERVICE BULLETINS. Cardinal operates one or more facilities that develop information and opinions about Products or other matters of potential interest to the Customer or the industries which use the Products and/or the Customer's products. Cardinal historically has published some of such information and opinions in Technical Service Bulletins or Bulletins ("TSBs") and periodically distributed them. Cardinal may in its discretion publish TSBs in any form, distribute or make such TSBs available in printed form or merely on Cardinal's web site. Cardinal may in its discretion stop preparing and/or publishing TSBs at any time without notice of any kind.

PRODUCT SUITABILITY. Annealed glass is not suitable for use in locations identified as "hazardous" in certain building codes and federal laws. The Customer has the responsibility to use safety glazing materials (e.g. tempered glass or laminated glass) in hazardous locations. The Customer is solely responsible for determining whether a product purchased from Cardinal is suitable for the Customer's needs or application. Although Cardinal may be asked to provide information or its opinion about its product(s) in a proposed application or make information or its opinions available from time to time, such as but without limitation in TSBs, Cardinal will not, by responding to requests for or otherwise providing information or opinions, assume any responsibility for the design or suitability of the Customer's product(s) in the proposed application, the Customer's methods, processes or products, to supplement any information or opinions provided or to make further information or opinions available. The Customer will at all times be responsible for determining the suitability of Cardinal's or Cardinal's affiliates' information, opinions, processes, products and services for use in the Customer's own applications and for identifying and performing to the Customer's satisfaction all quality control tests, analyses, forecasts, and other tests and examinations necessary to assure that the Customer's products and services will be safe, acceptable and suitable for use under end-use conditions.