



## **Polylam™ Laminated Glass Limited Warranty**

For a period of (10) years from the date NGI Designer Glass Inc. (NGI hereafter), all resin supplied for use in the Polylam™ process is warranted, subject to the terms and conditions of this Laminated Glass Limited Warranty (hereinafter referred to as “warranty”) clear laminated glass and colored laminated glass, as such laminated glass components and laminated glass may fade over a period of time due to variations in the lamination components and laminated glass components.

In all cases, in the event the resin fails to conform to this warranty as described herein and above, NGI’s sole and only obligation for any breach of the warranties contained herein shall be limited to the replacement of the defective resin F.O.B. shipping point, or a refund of the actual purchase price paid by buyer. NGI shall in its sole and exclusive discretion determine which is appropriate under the circumstances. Labor costs are not covered by and are specifically excluded from this warranty.

This warranty does not apply to replacement resin beyond the warranty period applying to the original resin. NGI Designer Glass reserves the right to inspect any laminated glass product, which is alleged to be defective prior to its removal from the glazing system, installation or fabrication location. Failure to provide NGI with forty-five (45) days written notice and opportunity to inspect any alleged defect in a laminated glass unit or lite as contemplated under this warranty will automatically result in NGI having no liability under this warranty. This warranty does not apply to or cover any laminated glass which has been used, installed, shipped and/or sent to any location outside Canada or United States: furthermore, this warranty does not apply to or cover any laminated glass replacement lite or unit, beyond the period covering the original laminated glass lite or unit. NGI shall not be liable to any person or entity for indirect, special, incidental, or consequential damages, or charges for any reason.

### **Additional Conditions Which Will Void The Warranty**

In addition to any other term or condition of this warranty, if any of the following events occur NGI will have no liability under this warranty:

1. If the glass surfaces or panes are broken, chipped, and/or fractured.
2. If the laminated glass product is damaged or altered by handling, storage, fabrications or installation contrary to industry standards as promulgated and accepted in the industry, including, but not limited to those industry standards of GANA-Glass Association of North America, which includes these former independent associations:  
FGMA, LSGA, and GTA; SIGMA- Sealed Insulating Glass Manufacturers Association;  
IGMA- Insulating Glass Manufacturers Association of Canada; NAAMM North American



- Association of Mirror Manufacturers; and AAMA; American Architectural Manufacturers Association or equivalent.
3. If the laminated glass is attacked or effected by incompatible glazing lubricants, glazing soaps, incompatible glazing gaskets, glazing sealants, incompatible cleaning fluids, direct contact with paints other than Colour Cote, acetones, alcohol, solvents or chemical fumes.
  4. If the laminated glass was discarded or destroyed.

EXCEPT FOR THE EXPRESS WARRANTY DESCRIBED ABOVE NGI DESIGNER GLASS INC. MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES AND THERE ARE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR COMMERCIAL VIABILITY WITH RESPECT TO THE LAMINATED GLASS OR ANY PART OR COMPONENT THEREOF AND NO WARRANTY SHALL BE IMPLIED BY OPERATION OF LAW OR OTHERWISE. THIS WARRANTY SUPERSEDES ANY ORAL, OR WRITTEN WARRANTIES, OR REPRESENTATIONS MADE OR IMPLIED BY ANY OF NGI EMPLOYEES OR REPRESENTATIVES OR NGI BROCHURES, PAMPHLETS, MANUALS, LITERATURE, OR OTHER MATERIAL.

No variation or change from this warranty will be binding upon NGI Designer Glass Inc. unless made in writing and signed by a duly authorized officer of NGI.