



# INSULATED GLASS WARRANTY

Branch:  North Brunswick, NJ  Dallas, TX

NJ HQ: 2300 US 1, Building #31, North Brunswick, NJ 0890 | TX: 4651 Clover Haven St. Dallas, TX 75227

Blue Star Glass warrants its insulated glass units (IGU) for a period of ten (10) years from date of manufacture or if listed herein the date of substantial completion, to be free of material obstruction of the vision area due to the infiltration of dirt, or dust, flaking, peeling or the formation of any film on the internal glass surfaces due to the intrusion of moisture (water vapor) into the dehydrated air space. Component glass guarantees for individual, pyrolytic or sputter coated glass lite(s) used in construction of Blue Star Insulated Glass is for ten (10) years, or the specific manufacturers term if less than ten (10) years. Insulated laminated glass is warranted for a period of five (5) years against delaminating or is covered under other specific warranties. Blue Star insulated spandrel glass is warranted for five (5) years. This exclusive limited warranty is to the first retail purchaser, and subject to the following specific exclusions:

This warranty does not apply to or cover: (a) Units in excess of (50) square feet; (b) use of or application to an IGU, its installation or subsequent maintenance, materials that are not compatible with the IGU organic seals, coated or laminated glass surfaces; (c) failure caused by broken glass or other damage to an IGU; (d) IGU that have been retrofitted with a solar, blast resistant, or security contact film adhered to any glass surface by others than Blue Star Glass; (e) an IGU installed in a continuous or cyclical high moisture environment, including without limitation swimming pool enclosures and greenhouses without the use of Blue Star Glass approved humidity control devices; (f) any IGU installed in motor vehicles, trailers, water craft, aircraft or facilities which may incur high vibration; (g) an IGU installed in sloped glazing; (h) labor costs incurred in replacement of any defective IGU, incidental or consequential damages arising from the installation, use or failure of the IGU, its organic sealants, or any component construction material used in fabrication; (i) an IGU solely utilizing Lexan®, polycarbonate, acrylic or other plastic materials as a component lite or; (k) IGU containing unsealed capillary tubes; (l) any IGU not paid for in full within payment terms; (m) an IGU that has not been stored, installed in accordance with GANA Guidelines, Blue Star Glass specific instructions and other documented standard industry practices, not limited to the following instructions, which the installer and purchaser agrees to follow:

- ◆ **Caution:** Federal, state and local laws require the use of safety glazing materials in certain applications. The use of unmarked (NO LOGO) or non-compliant safety glazing materials in specific hazardous locations as defined by code is unlawful and hazardous. The installer is solely responsible for using the appropriate glazing material and to ensure non-safety glazing material is not used in, or resold for use in hazardous or illegal situations. Blue Star only recommends fully tempered glass in areas requiring safety glazing or designs where the inherent risks of tempered glass are understood and acceptable. Fully tempered glass while breaking safely under impact has no structural integrity and will usually fall from the opening in clumps of fractured but unseparated particles. The fallout of debris from breakage may pose threat of injury. Design professionals should consider this inherent characteristic before specifying fully tempered glass.
- ◆ **Storage:** The installer / purchaser assume ownership, responsibility of protection and risk of Loss at the time of delivery. Glass products received should be stored in accordance with Blue Star Glass Installation Instructions and GANA TD-03-1003.
- ◆ **Installation:** Follow Blue Star Installation instructions, guidelines of the GANA and other instructions provided.
- ◆ **Cleaning:** Uncoated glass surfaces can be cleaned using a mixture of warm water and common household detergents such as Windex®, Dawn® or Ivory® soap products. Avoid solvents or strong acid or alkaline products. These may damage the glass or IGU seal. Test cleaning procedures and obtain approval before commencing full scale cleaning. Generally, glass cleaning is accomplished by rinsing thoroughly with clean water to flush away any heavy accumulation or debris. Apply detergents with soft cloth or sponge and gently scrubbing the surface. Squeegee or wipe dry with clean towels. Do not allow any metal objects to encounter the glass surface. Avoid cleaning in direct sunlight. General cleaning instructions are provided in **GANA Glass Informational Bulletin 01-0300 and 02-0402 Heat-treated Glass Surfaces are Different**. Either specific instructions for SPECIALTY PRODUCTS or COATED GLASS glazed with the coated surface exposed to the exterior (1) or interior (4) requires special cleaning recommendation and instructions. Consult with the coated glass manufacturer or fabricator.

BLUE STAR GLASS DOES NOT REPLACE GLASS WITH EXTERNAL SCRATCHES POST INSTALLATION!

This warranty is the only warranty extended and is the purchaser exclusive remedy. No warranties of merchantability or fitness for any particular purpose is expressed or implied. No one, except a duly elected officer of Blue Star Glass, by notary, may alter the terms of this document verbally or in writing except as noted. Blue Star Glass reserves the right to inspect any goods or installations alleging product failure. Blue Star Glass will, at its discretion replace defective product or refund to the purchaser an amount equal to the original purchase price. Replacement product is shipped to the nearest point FOB and is warranted for the balance of the original warranty period. Blue Star Glass reserves the right to reject any claims. Warranty claims shall be filed in writing to the producing branch within ninety (90) days of failure. Address correspondence to WARRANTY CLAIMS at the branch listed below. Include installer's name, date of purchase / installation, address of installation and your name, address, and phone number.

Waiver of Consequential, Incidental and Other Damages: Purchaser specifically understands and agrees that under no circumstance shall Blue Star Glass be liable for any remedy other than refund or product replacement, INCLUDING WITHOUT LIMITATION CONSEQUENTIAL, INCIDENTAL, ECONOMIC, DIRECT, INDIRECT, GENERAL, SPECIAL OR PUNITIVE DAMAGES ARISING HEREUNDER OUT OF ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION INJURY TO PERSONS (INCLUDING DEATH) OR PROPERTY. In the event that any other term herein is found unconscionable or unenforceable for any reason, or any exclusive remedy fails of its essential purpose, this provision of waiver by agreement of consequential, incidental and other damages as set forth herein shall continue in full force.

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| <b>Purchaser:</b>                      |              |
| <b>Project:</b>                        |              |
| <b>PO/SO/Invoice:</b>                  |              |
| <b>Date of Substantial Completion:</b> |              |
| <b>Blue Star Authorized Signature:</b> | <b>Date:</b> |