



# LAMINATED GLASS LIMITED 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 laminated glass for a period of five (5) years from date of manufacture against manufacturing defects resulting in edge separation or obstruction of vision through the glass, and discoloration.

Take note and be advised that no warranty will be extended against glass breakage, whether spontaneous, accidental or from any other cause. This warranty shall be void if the architectural laminated glass is damaged during handling or installation or has not been installed in accordance with established/published glazing procedures such as those found in the FGMA Glazing Manual 1990 (or most current edition). These include but are not limited to the following:

- ◆ Allowances in edge and surface bite relevant to the framing system and building movement caused by expansion and contraction.
- ◆ Stress and strain as a result of localized application of heat, which causes uneven edge stress due to temperature differences in the glass.
- ◆ Placement of any type of film (tint, reflective, or security) causing heat buildup in the lite resulting in uneven disbursement of heat, causing edge stress.
- ◆ Installation in a system that does not include a weep system or some means of water repulsion.
- ◆ Using non-compatible sealants, compounds, tapes, vinyl, paints or solvents. It is the glazing contractor's responsibility to insure material compatibility.
- ◆ Laminated glass used in a butt joint or structural glazing system is not warranted.
- ◆ Edgework is not recommended on laminated glass, therefore laminated glass with edgework (polishing or mitering) will not be warranted against delamination.

Blue Star Glass, Inc. reserves the right to field inspect any architectural glass alleged to be defective. Laminated Glass found to be defective will be replaced without charge, F.O.B. the shipping point nearest the installation. Seller makes no claims to the buyer or any third party on the design of the laminated glass. Buyer assumes all responsibility for ensuring that the product is appropriate for intended application.

All of Blue Star Glass' laminated glass products must be installed within 30 days of delivery to ensure protection from moisture and warping.

This warranty shall not apply to any replacement glass past the original five (5) year warranty given on the initial unit or to glass used outside the continental United States.

**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 insure 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> |