

Pilkington OptiShower™ Limited Lifetime Warranty

Pilkington North America, Inc. ("Pilkington") warrants that, with proper handling and maintenance, the Pilkington applied coating on Pilkington **OptiShower™** coated glass product will not peel or corrode under normal conditions for as long as the original end-user owns the shower in the original property where the shower enclosure was installed. Liability is limited only to the delamination or corrosion of the coating that does not arise from any improper cleaning, handling and processing that directly leads to corrosion of the exposed surface.

This limited lifetime warranty is only provided for Pilkington **OptiShower™** products installed in North America. Except where prohibited by state law, this warranty extends to the original end-user customer and is non-transferable. The original end-user customer is the original purchaser of Pilkington **OptiShower™** who installs the product in the purchaser's property, or one who contracts through a remodeler or contractor for the original purchase and installation of Pilkington **OptiShower™** for their property, or the first buyer of a property that contains Pilkington **OptiShower™** glass as a new installation.

Warranty Claims; Confirmation of Defect;

Notwithstanding other provisions of the Pilkington warranties, any warranty claim will be void unless:

- (a) proof of purchase is provided to verify warranty coverage, and
- (c) such claim is made in writing and is received by Pilkington within thirty (30) days of the Discovery Date (as defined below). The Discovery Date is defined as the earlier of the date that an alleged defect is actually discovered or the date when such alleged defect should have been discovered (in Pilkington's sole opinion), and
- (b) such alleged defect, has been confirmed as a defect on examination and/or laboratory analysis by a qualified representative from Pilkington (in Pilkington's sole opinion). Any waiver of the foregoing, including Pilkington's right to confirm defective products through inspection or laboratory testing, must be in writing and signed by Pilkington to be binding against Pilkington. Notwithstanding other provisions of the Pilkington warranties, any warranty claim will be void unless written notice of it is received by Pilkington before expiration of the warranty period.

Requirements for Proper Handling and Maintenance; Copies of Instructions

Each of the foregoing warranties is subject to the products having been fabricated, transported, installed, used, cleaned and maintained, all in accordance with Pilkington's published instructions. It is essential that fabricators, glazing contractors, providers of cleaning services and end-users be familiar with such instructions. Copies of such instructions are available at www.pilkington.com.

ALL OTHER WARRANTIES ARE DISCLAIMED

THE FOREGOING ARE THE ONLY WARRANTIES FOR THE ABOVE NAMED PRODUCTS. EXCEPT FOR THE FOREGOING LIMITED WARRANTIES AND NOTWITHSTANDING ANY WARRANTIES THAT MAY BE MADE BY FABRICATORS, ASSEMBLERS OR DISTRIBUTORS TO THIRD PARTIES UPON ANY RE-SALE OF THE ABOVE NAMED PRODUCTS, PILKINGTON HEREBY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND TO ANY PERSON, WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF PILKINGTON'S KNOWLEDGE (IF ANY) OF THE INTENDED USE OF THE PRODUCTS.

Limitation of Remedy: limitation of Liability

Exclusive Remedy: Pilkington's sole liability under either of the foregoing warranties shall be limited to replacement of the Pilkington glass product that is confirmed to be defective with the same delivery terms as applied to the original shipment, or, at Pilkington's option, to refund the purchase price. If Pilkington elects to replace the product, the product furnished as such replacement will carry the same warranties for the balance of the original warranty period, and the same delivery terms that applied to the original shipment. Such replacement or refund is the **sole and exclusive remedy** provided under each of the foregoing warranties.

Limitation of Liability: In no event shall Pilkington or its directors, officers, employees or agents be liable (a) for glass breakage, for glass degradation, or coating damage caused by seal failure in an insulating unit or incompatible ceramic frits fired onto either surface of the glass, or in any case for any costs of removal, installation, or refabrication and reinstallation, for loss of use, or for incidental, consequential, or other damages of any kind; (b) for any costs of glass removal, installation or refabrication and reinstallation; (c) for direct damages in excess of the monetary amounts set forth in the exclusive remedy above; or (d) for any incidental, consequential, or other damages of any kind.

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