

GENERAL WARRANTY CONDITIONS

Glo warrants that the purchased product including glass, frames, hardware and screens is free of manufacturing defects. This warranty extends for a period of ten (10) years from the date of delivery, except for screens, which are covered by this warranty for a period of one (1) year from date of delivery. Warranty will apply only upon Glo's receipt of full payment for the window product(s) according to the Contract payment terms. All warranty conditions and terms are subject to change without prior notice.

PERSONS COVERED

This warranty extends to the original purchaser of Glo window and door products. In addition, if the original purchaser sells the home within the 10 year warranty period, Glo will extend full coverage under this warranty to the new Owner(s) of the home and any subsequent Owners, until the tenth (10th) anniversary of the delivery date, as long as registration occurs by any such successor owner with Glo by notifying Glo in writing at 1001 S 4th West, Suite 1 Missoula, MT 59801 within thirty days of such purchase/sale and the payment of \$60 administrative transfer fee to Glo (the original purchaser and any such transferees being referred to below as the purchaser).

DAMAGE DURING TRANSPORT

During unloading, it is the Owner's responsibility to check the products for damage. Any damage noted must be photographed prior to unloading the damaged items. Photographs must be taken both close up and wide angle in order to demonstrate how any deficiencies in crating or packaging methods may have contributed to the damage. The Owner shall also make note of the damage on the truck driver's bill of lading. The Owner shall send to Glo photos of any damage as well as an itemized list of damage and/or missing products within seventy-two (72) hours of delivery. Failure to provide notice and documentation of damage in the manner outlined above may reduce or eliminate the Owner's ability to obtain replacement components at no charge. Glo will provide at no cost to Owner touch up paint and/or waxes for windows that have been lightly scratched during transportation or construction. Scratches during transport that are readily repairable shall not constitute grounds for replacement. Scratches or other damage that occur during unloading and installation are not covered by Warranty.

COVERAGE FOR GLASS BREAKAGE DURING TRANSPORT

Glass broken during transport from factory to Delivery Address is covered under this warranty. Glass broken after the windows are unloaded from the container is not covered under warranty. In the event glass is broken during transport, Glo will obtain replacement glass from Europe. The glass will be transported on the next available container to your area. Glo reserves the right to combine shipment with other orders in a container to reduce shipping costs. Normal production and shipping times will apply. The purchaser may also elect to substitute glass manufactured in United States to save time. However, glass manufactured locally may not perfectly match glass from Europe in appearance and performance. In the event purchaser chooses to substitute locally manufactured glass, Glo will cover the cost of both glass and transport. Glo will reimburse the purchaser up to \$100 for each broken glass unit 36 sq. ft. or less in size for the cost of labor to replace it. For broken glass units exceeding 36 sq. ft., labor cost reimbursement will be determined through mutual agreement between the purchaser and the company.

RISK OF SPONTANEOUS BREAKAGE OF TOUGHENED GLASS DUE TO NICKEL SULFIDE INCLUSION

Nickel sulfide inclusion is a rare, but naturally occurring impurity present in all glass that can, in certain circumstances, lead to spontaneous breakage of thermally toughened glass in service. To reduce the risk of toughened glass spontaneously breaking due to the presence of critical nickel sulfide (NiS) inclusions in the glass, it is advisable to put toughened glass through an additional heat treatment known as the heat-soak process). This is a destructive test which eliminates the majority of the glass that is at risk. While the technique cannot eliminate 100 % of the glass which is at risk, the risk of breakage is considerably reduced. This treatment is recommended for all situations where the stability of the structure and the safety of users may be at risk from breakage of the toughened glass. Spontaneous breakage of glass on thermally toughened glass that has not been heat soak tested is not covered by Glo warranty. Thermally toughened glass which has been heat soak tested is covered by the terms of this warranty.

SUITABILITY AND COMPLIANCE

Determining the suitability and compliance of these products for the purchaser's project is the responsibility of the purchaser and his agents. Glo does not warrant any product's compliance with local or other applicable building codes or standards. Third party testing certificates are available that document Glo products' performance.

However, Glo does not warrant that the products will be suitable for a project seeking third party certification of a particular standard, including thermal, structural, water performance or air tightness.

EXCLUSIONS

The following conditions are not covered by this Limited Warranty:

- Corrosion that Results from acid rain, salt, air pollutants, or sand.
- Corrosion that Results from Improper Maintenance. Any breaches in the exterior finishes, such as scratches or chips can result in corrosion and must be repaired immediately as part of the general window and door maintenance.
- Damage caused by inappropriate cleaners or chemicals, including razor blades and brick wash.
- Normal wear and tear, including finish discoloration, fading and tearing of screens over time due to regular use, and eventual scratches due to the rubbing of screen frames and window frames.
- Damage caused by extreme weather conditions, acts of nature (e.g. fire, hurricane, etc.)
- Condensation on the visible surface of the glass. Condensation is a natural result of moisture in the air and changes in temperature and humidity and does not indicate a defective window or door.
- Damage caused by installation in humid environments, including areas containing pools, hot tubs, and greenhouses. Installation in such humid environments may lead to warping. High humidity (above 40%) during construction will lead to warping and swelling of wood and wood aluminum clad windows and/or doors.
- Damage caused by building settling or structural failures of walls or foundations.
- Incorrect sizing or options based on specifications supplied to Glo by purchaser or agents of the purchaser.
- Damage caused by installing products at high altitudes or transporting the products over high altitudes, without pressure compensating mechanism.
- Damage caused by misuse, abuse, negligence or accident.
- Minor Irregularities. This Limited Warranty does not cover minor manufacturing irregularities that do not significantly impact the function or appearance of the products including: variations in wood texture, color and grain; glass imperfections consistent with ASTM or other industry standards that do not compromise the structural integrity or significantly obscure vision; and minor variations in the screen weave.
- Dissipation of argon gas over time. No warranty is made as to the amount or percentage of inert gas within insulating glass dissipation over time. The manner of use and conditions of installation of the product will affect the rate of dissipation of inert gas out of the insulating glass. Glo makes no warranty regarding the rate of dissipation of inert gas or amount of inert gas remaining in the windows and/or doors at any time after manufacture.
- Damage caused by non-vertical installation or other non-approved installation methods or methods not in conformity with local building code.
- Improper flashing. Failure to comply with Glo installation, maintenance, and care instructions or applicable building codes voids all warranties unless the purchaser or user of the products can clearly demonstrate that the defect is unrelated to such noncompliance.
- Thermal expansion, movement, bending, and twisting of the window and door frames and sashes may occur naturally when exposed to extreme temperature differences between indoors and outdoors. This movement is a natural physical property of wood and aluminum and is not considered a product defect. It is highly advised that all windows and doors are covered from direct sunlight (especially on the west side) to minimize the temperature difference between indoors and outdoors in the summer.
- Adhesion of external grids to the glass

CLAIM PROCEDURE

Claims under this warranty must be made in writing as soon as practicable after discovery of the defect and within the applicable warranty period. EXCEPTION: See DAMAGE DURING TRANSPORT, above. You must submit this written claim via email to the Glo representative who assisted you or via mail to Glo Windows, 1001 S 4th St West, Suite 1, Missoula, MT 59801. You must provide a detailed description of the product and defect, along with photos. Glo will review the claim to determine if it is covered by this warranty. Glo may request and require additional documentation. If Glo determines that the defect is covered by this warranty, Glo will, at its sole option, either (1) refund the purchase price (or a portion of the purchase price in the case of minor defects that do not prevent use of the products) or (2) provide a replacement product or replacement part. In no event shall Glo pay for the cost of labor or installation for the replacement parts, or any other incidental costs related thereto. In the case of a product replacement, Glo shall act with reasonable promptness to supply a replacement, but usual production and shipping times will apply. Glo may combine shipment of replacement products with regularly scheduled shipments. Shipment of replacement products that are combined with regularly scheduled orders is at no cost to the purchaser. If purchaser requires expedited shipment (air shipment or shipment in your own container) purchaser will be responsible for all shipping charges. If replacement of parts is necessary, Glo shall make all reasonable efforts to provide replacement parts that are the same as the original parts. However, Glo reserves the right to use replacement parts that differ from the originals. In the event that repair or replacement of a product which has already been repaired or replaced under the terms of this Limited Warranty becomes necessary, the replacement or repair is only warranted for the remainder of the original warranty period. Labor and other costs associated with the removal, installation, and disposal of the Glo products are not included in the warranty coverage. In the case of

a defective product, Glo may supply the replacement part necessary to remedy the defect, but is not responsible for providing the labor to install the part. Replacement or refund is limited to the window and/or door containing the defect, and shall not extend to the entire order.

ENTIRE AGREEMENT

This shall be Glo's maximum liability under the warranty. Glo makes no other warranty or guarantee, either expressed or implied, including implied warranties of merchantability and fitness, except as expressly contained herein with respect to its products. Any further claims due to special, indirect, consequential, or incidental damage are excluded from this warranty. In the event state law precludes exclusion or limitation of implied warranties, the duration of any such implied warranty and the time and manner of presenting any claim thereon shall be the same as that provided in the express warranty stated herein. This warranty can only be modified by written agreement between the Company and the Purchaser, signed by an authorized Glo representative. In the event Glo determines to deviate from any of the conditions of this limited warranty, it shall only be construed as a temporary waiver and standard conditions will apply to future claims.

DISCLAIMER OF IMPLIED WARRANTIES

No dealer, employee, or agent of Glo European Windows, nor any third party, may create or assume any other liability, obligation, or responsibility on behalf of Glo windows.

THE FOREGOING WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE and all other warranties otherwise arising by operation of the law, course of dealing, custom, trade or otherwise. Any implied warranty that cannot be disclaimed under applicable law shall be limited in duration to the shortest permissible term. This disclaimer of implied warranties may be limited or ineffective if you are a consumer, as that term is defined by the Magnuson Moss Act, 15 U.S.C. § 2301, in which case the duration of any implied warranties shall be ten (10) years from the date of sale by Glo. Some states do not allow limitations on how long an implied warranty lasts for consumers, so the above limitation may not apply to you, in which event the manner of presenting any claim thereon shall be the same as provided in the express warranties stated herein. This Limited Warranty gives you specific legal rights, and you may have additional rights, which vary from state to state.

LIMITATION OF REMEDY

The user's remedies for any breach of warranty damage arising out of the purchase or use of Glo's products, including loss or damage resulting from negligence or strict liability in tort, shall be limited to replacement of the product, or the return of the purchase price. In no case shall Glo be liable for more than the purchase price of the product.

By purchasing Glo products, the purchaser agrees to such a limitation of remedy. Glo shall not be liable in contract or in tort (including, without limitation, negligence, strict liability, or otherwise) for loss of sales, revenues or profits; cost of capital or funds; business interruption or cost of downtime, loss of use, damage to or loss of use of other property (real or personal); failure to realize expected savings; frustration of economic or business expectations; claims by third parties (other than for bodily injury), or economic losses of any kind; or for any special incidental, indirect, consequential, punitive, or exemplary damages arising in any way out of the purchase of Glo products. Some states do not allow the exclusion or limitation of incidental or consequential damages for consumers, so the above limitation or exclusion may not apply to you.

NO STATEMENT OF USEFUL LIFE

This Limited Warranty is not a statement of the useful life of any Glo products.