

AVALON GLASS and MIRROR

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## LIMITED WARRANTY FOR SILVERED FLAT GLASS MIRROR

Avalon Glass & Mirror Company ("Avalon"), as the manufacturer of silvered flat glass mirror products (the "Mirror Glass") provides a limited warranty to the immediate purchaser only of our mirror products (the "customer") as set forth in the terms and conditions of this Limited Warranty (the "Warranty"). Mirror Glass has been manufactured by Avalon in compliance with ASTM C1503 and our Mirror Glass shall be free from silvering defects to the extent normal use results in discoloration, black spots and/or clouding of the silvering that materially obstructs the mirror image of the vision area for a period of five [5] years from the original shipment date of Mirror Glass by Avalon.

Avalon is not responsible for any warranties that its customers may provide to subsequent end users of Avalon's Mirror Glass. It is the responsibility of Avalon's direct customer to ensure that the installation and use of Mirror Glass is appropriate and fit for any particular application, and that such use complies with all relevant regulatory laws, rules or building industry standards, best practices and other requirements.

The following conditions are NOT covered by this Limited Warranty:

- If the Mirror Glass is installed or used in an application for other than indoor use.
- If the Mirror Glass coating or glass/paint backing surface is broken or fractured; or otherwise damaged by fire, smoke, or flood.
- If the Mirror Glass is damaged by reason of careless storage, unpacking, handling or re-fabricated by a non-licensed operator/contractor or handled or altered contrary to standards promulgated by the Glass Association of North America and STM published standards. Handling instructions and installation manual can be located at: http://www.eglassr.com/img/mirrors.pdf.
- If the Mirror Glass has been subjected to standing water and other liquids or inappropriate solvents (e.g., solvents containing silicone material).
- If the Mirror Glass was discarded or destroyed prior to Avalon being notified, in writing, of a claimed defect and Avalon is not offered a reasonable opportunity to inspect the alleged defective Mirror Glass.
- If the Mirror Glass is installed in high humidity environments, such as swimming pool enclosures, saunas, steam rooms, bath enclosures, or commercial refrigerated environments.
- If the Mirror Glass, or its coatings, are subject to incompatible corrosive chemical agents, such as grinding lubricants, glazing lubricants, glass soaps, incompatible glazing joints, sealants for glazing or silicones of any type, incompatible cleaning fluids, moisture leaks, fluids containing ammonia, harsh cleaners containing active chlorides; gluing or by attachment of films, vinyl, paints or other coatings not applied or approved in writing by Avalon.
- If the Mirror Glass damage is caused by reason of using sulfur and/or acetic acid containing products or installed using rubber adhesives and, any other adhesives different than the following approved products: (i) Palmer Mastic products or (ii) Gunther products.
- If the Mirror Glass damage is caused using special edge sealers with a non-neutral PH product containing acetic acid, ammonia, or any type of corrosive agent other than the following approved products:
  - + CRL Gunther Seal-Kwik Mirror Edge Sealer
  - + S209 CRL Aerosol Mirror Edge Sealer.
- Avalon is not responsible for any costs incurred relating to removal of alleged defective Mirror Glass, or re-installation, including labor and associated shipping costs.
- Warranty is null and void unless invoice (s) in relation to the alleged damaged Mirror Glass has/have been fully paid.

If the Mirror Glass fails to conform to the Avalon warranty described above, and if Avalon is notified in writing, of such failure during the warranty period, then Avalon will, at its option, replace the defective Mirror Glass without charge in the same manner as originally shipped, or, in the alternative, Avalon may, at its election, provide a refund 100% of Avalon's original selling price for such Mirror Glass. This Warranty does not apply to replacement of Mirror Glass beyond the unexpired term of the warranty period applicable to the original Mirror Glass purchased from Avalon.

Avalon reserves the right to inspect any Mirror Glass that is alleged to be defective prior to its removal from the glazing system installation, or fabrication location.

EXCEPT FOR THE EXPRESS LIMITED WARRANTY DESCRIBED ABOVE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AND THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCT OR ANY PART OR COMPONENT THEREOF AND NO WARRANTY SHALL BE IMPLIED BY OPERATION OF LAW OTHERWISE. IN NO EVENT SHALL AVALON BE LIABLE TO ANY PERSON OR ENTITY FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR CHARGES FOR ANY REASON, EVEN IF SUCH DAMAGES OR CHARGES ARE FORSEEABLE OR AVALON HAS BEEN ADVISED OF THE POSIBILITY OF SUCH DAMAGES OR CHARGES.

No variation or change from this Limited Warranty will be binding upon Avalon Glass and Mirror Co. unless made in writing specifically referencing the Limited Warranty and signed by an officer of Avalon Glass and Mirror Co.