

# Alpenglass™ 20-YEAR LIMITED WARRANTY



Pursuant to this warranty (this "Warranty"), Alpen High Performance Products, Inc. ("Alpen") guarantees to the Purchaser (as defined below) of Alpenglass™ units of less than sixty square feet ("Applicable Unit") that Alpen will, at Alpen's option, replace or provide a refund for an Applicable Unit that has a manufacturing defect as evidenced by the formation of dust or moisture on an interior surface resulting from failure of the hermetic seal due to faulty materials and/or workmanship in the manufacture of the Applicable Unit (each a "Defect"), provided that the Defect is promptly reported to Alpen during the Warranty Period (as defined below), and provided further, that the Warranty is subject to Alpen's right to inspect the alleged Defect prior to approving any refund or replacement. For the avoidance of confusion, any unit of Alpenglass™ over sixty square feet is not covered under this Warranty.

## Persons Covered and Definition of Warranty Period

This Warranty extends only to the original purchaser of the Applicable Unit and/or the owner of the structure in which the Applicable Unit is installed at the time of installation (collectively, the "Purchaser"). This Warranty may not be assigned by such parties. The Warranty coverage period commences on the date of shipment of the Applicable Unit from Alpen's factory and ends twenty (20) years after such date (the "Warranty Period"). The Warranty will not be effective until final payment for the Applicable Unit has been received by Alpen. If a Defective Applicable Unit is replaced under this Warranty, the Warranty for the replacement unit will commence on the first date of the Warranty Period for the Applicable Unit being replaced. If a Defective Applicable Unit is replaced, the Defective Applicable Unit must be returned to Alpen for inspection within 30 days after the replacement unit ship date so Alpen may determine whether credit can be applied for replacement. Failure to return the Defective Applicable Unit will result in Purchaser being charged for the replacement unit.

## Exclusions from Coverage and Restrictions

This Warranty is limited to the manufacturing defects specified above. This Warranty is effective only if the Applicable Unit is properly handled and installed in an adequate frame, free of abnormal stresses, with setting blocks supporting both inner and outer lites, and in full compliance with both GANA (Glass Association of North America) and Alpen Installation guidelines. Commercial setting blocks must be a minimum of 4" in length and 1/8" wider than the Applicable Unit. Neither wood nor metal may be in contact with the Applicable Unit's surface. The glazing cavity must have an external seal impervious to water, and internal passageways providing quick and thorough drainage of condensation or leakage. There must be no exposure to excess condensation from HVAC on any glazing-cavity surface and the Applicable Unit must not be "butt" glazed. Exterior gasketing (or glazing compound) must be sloped outward to shed water from the glazing pocket. Glazing compounds must be compatible with the Applicable Unit's perimeter sealant and the breather tube, if any, must have been securely and properly closed per the crimping instructions upon delivery. The Warranty Period of Applicable Units mounted in any position other than

vertical is limited to five (5) years. This Warranty does not cover defects or damage related to the following: misuse, abuse, improper storage, improper handling, improper installation or application, unauthorized modification, alterations including but limited to the use of applied tints, films, finishes or other substances, use of harmful cleaning products or solvents, lack of maintenance, broken glass, vandalism, normal wear and tear including but not limited to natural weathering, fading, chalking or accumulation of dirt, exposure to air pollutants, structural failure of walls or foundations, damage from settlement of the structure, installation in a boat, ship, vehicle, swimming pool or greenhouse structure, condensation occurring as a natural result of humidity within the area, stresses from localized heat that causes excessive temperature differential over the glass surfaces or edges, or acts of nature (e.g., fire, hurricane, earthquake, ice, hail, wind damage, etc.), or defects or damage relating to causes or occurrences beyond the control of Alpen. Certain Applicable Units contain inert gases (e.g. argon or krypton) ("Inert Gas"). Alpen injects Inert Gas at the time of manufacture. The Warranty with respect to Inert Gas is limited to the first year of the Warranty Period during which Alpen warrants that the Applicable Unit was manufactured to meet the requirements of ASTM E 2190 Standard Specification for Insulating Glass Unit Performance and Evaluation. Alpen makes no other warranty regarding the rate of dissipation of Inert Gas or the amount of Inert Gas remaining in an Applicable Unit any time after manufacture. Warranty coverage for fully custom SKU's may vary from Alpen standard glass warranty. Alpen reserves the right to discontinue, modify or redesign any product without notice. **Under no circumstances will Alpen be liable for any special, indirect, incidental, exemplary, punitive or consequential damages of any kind including, but not limited to, costs, inconvenience, damage, loss of profits, loss of use, inconvenience, loss of business opportunities or injury or damage to persons or property or any other expense arising out of or in any manner related to a Defect or other use of an Applicable Unit, even if contributed to our caused by the negligence, strict liability or other fault of Alpen, even if Alpen is advised of the possibility of such damages or such damages could have been reasonably foreseen..**

## Replacement or Refund

If Alpen provides a replacement unit, it will furnish the unit FOB Alpen's factory. If Alpen provides a refund, the amount refunded will be the (a) the purchase price paid for the Applicable Unit, multiplied by (b) a fraction, (i) the numerator of which is the number of years remaining in the Warranty Period, and (ii) the denominator of which is the entire Warranty Period. **Notwithstanding the foregoing, in no event shall Alpen's liability arising from or in connection with Purchaser's or any third party's purchase and/or use of an Applicable Unit exceed the original purchase price of the Applicable Unit. Alpen will not be liable for any other expenses, including, but not limited to, shipping, material, labor, installation or removal costs of any kind. Purchaser assumes all risk whatsoever as to the result of the use of products produced by Alpenglass™, whether used singularly or in combination with other products.**