



REVISED: JAN 2021

## VORTEXGLASS LIMITED WARRANTY

### SPECIFIC FOR MIRROR

Vortex Mirror ("MIRROR") sold by Vortex Glass LLC is warranted, to its immediate customer only, during a period of ten (5) years from the date of original purchase, subject to the terms and conditions of this Limited Warranty ("Warranty"), not to contain silvering defects resulting in discoloration, black spots, or clouding of the silver film that materially obstructs the mirror image of the vision area.

This Limited Warranty is void under any of the following conditions:

1. The MIRROR or coating/paint backing surface is broken or fractured.
2. The MIRROR is subjected to standing water or other liquids.
3. The MIRROR is damaged or altered by cleaning, handling, storage, processing, or installation contrary to Vortex Glass' written instructions or industry standards promulgated by GANA - Glass Association of North America.
4. The MIRROR or coating/paint back surface is attacked by incompatible glazing lubricants soaps, gaskets, sealants or silicones, or cleaning fluids; moisture runoff; gluing; direct contact with paints, adhesives, solvents or insulation; or exposure to solvent or chemical fumes.
5. The MIRROR is damaged not due to any fault of Vortex Glass, including for example by abnormal weather conditions; faulty installation, building construction or building design; exposure to acids, alkalis, or incompatible cleaning materials such as corrosive or abrasive compounds; or contact with abrasive items.
6. The MIRROR was discarded or destroyed before reasonable opportunity for inspection by Vortex Glass.
7. The MIRROR is installed in swimming pool enclosures, bath enclosures, or commercial refrigeration products.
8. The MIRROR is installed or used in an application other than indoor use.
9. The MIRROR is installed with adhesives not covered under warranty.

The only brands of mirror adhesive covered under warranty are Palmer, Sika Mirror Grip or Bohle Xtragrip.

### SPECIFIC FOR TEMPERED GLASS

Vortex Glass tempered glass is warranted to meet the quality strength requirements of ASTM C 1048-12 and the safety requirements of CPSC 16 CFR 1201 (Categories I and II), ANSI Z97.1 and CAN/CGSB-12.1, and meets guidelines set by GANA.

The product must not be modified or fabricated (Polished, Ground, Drilled, Sand blasted or otherwise) as this can weaken the glass and/or impair its safety characteristics. Any modification of the product voids this limited warranty.

Tempered glass nevertheless may contain matter such as undissolved batch elements, fire brick particles from the glass furnace, and nickel sulfide stones or inclusions. The presence of such matter does not render the glass defective, and normally does not impair the glass's appearance or performance. Under some conditions, however, such materials may cause breakage, sometimes referred to as "spontaneous breakage." So-called spontaneous breakage may also be caused by damage such as surface or edge scratches, chips or gouges which can occur after glass was already sold. It can occur years after installation. Vortex Glass does not warrant its glass against the presence of such materials or against breakage of any kind or cause, including spontaneous breakage, breakage due to the presence of these materials, breakage due to damage to the glass, or breakage due to any other cause. Vortex Glass customer understands and accepts that tempered glass may be susceptible to breakage due to these and other causes.

SPECIFIC FOR LAMINATED GLASS

Vortex Glass warrants, to its immediate customer only, its laminated glass products for a period of three (5) years from the date of original product purchase for substantial completion against defective materials or workmanship which could result in delamination within the vision area (as defined in ASTM C1172).

This Warranty is void under any of the following conditions:

1. The Laminated Glass is broken or fractured.
2. The Laminated Glass is subjected to standing water or other liquids, or installed in a system that does not include a weep system or some means of water repulsion.
3. The Laminated Glass is broken, damaged or altered by cleaning, storage, fabrication, transportation or installation.
4. The Laminated Glass PVB Interlayer is cut with the assistance of flammable liquids, either ignited or non-ignited, or is edge worked.
5. The Laminated glass 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), or installed contrary to industry standards such as GANA (Glass Association of North America), which includes this former independent association.
6. The Laminated Glass is compromised by contact with incompatible glazing lubricants, glazing soaps, incompatible glazing gaskets, glazing sealants, incompatible cleaning fluids, moisture or building runoff, gluing or attachment applied films, direct contact with paints, adhesives, solvents or insulation, or exposure to solvent or chemical fumes. It is the glazing contractor's responsibility to insure material compatibility.
7. The Laminated Glass' edge stress and strain is uneven caused by localized application of heat due to temperature differences in the glass.
8. Allowances in edge and surface bite relevant to the framing system and building movement caused by expansion and contraction.
9. The Laminated Glass is discarded or destroyed before reasonable opportunity for inspection by Vortex Glass.
10. The Laminated Glass is damaged not due to any fault of Vortex Glass, including for example by abnormal weather conditions; faulty installation, building construction or building design; exposure to acids, alkalis, or incompatible cleaning materials such as corrosive or abrasive compounds; or contact with abrasive items.

SPECIFIC FOR GLAZING HARDWARE & TOOLS

Vortex Glass warrants that for a period of three (3) years following the date of sale to Vortex Glass customer, Shower Door Hinges are warranted against material defects and defects in workmanship. All other shower door hardware is warranted for 1 year from date of sale. All warranty claims are subject to inspection by Vortex Glass prior to providing a remedy for the warranty claim.

Vortex Glass warrants that for a period of two (2) years following the date of sale to Vortex Glass customer, Office Partition Closers are warranted against material defects and defects in workmanship. All other office partition hardware is warranted for 1 year from date of sale. All warranty claims are subject to inspection by Vortex Glass prior to providing a remedy for the warranty claim.

This Warranty will not apply if after inspection by Vortex Glass, it is determined that the Glazing Hardware or Tool has been installed and maintained in a manner that is not in conformity with the standard procedures.



REVISED: JAN 2021

APPLIES FOR ALL PRODUCTS

THE LIMITED WARRANTY STATED HEREIN IS EXCLUSIVE AND IS IN LIEU OF AND REPLACES ANY AND ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, WHETHER WRITTEN, ORAL OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES, REPRESENTATIONS OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, STATUTORY OR OTHERWISE), AND SUPERSEDES ANY ORAL OR WRITTEN WARRANTIES, REPRESENTATIONS OR CONDITIONS MADE, ASSERTED OR IMPLIED BY ANY DISTRIBUTOR, AGENT, REPRESENTATIVE OR EMPLOYEE OR CONTAINED IN ANY MANUAL, BROCHURE, LITERATURE, ADVERTISING OR OTHER MATERIALS. NO DISTRIBUTOR, AGENT, REPRESENTATIVE OR EMPLOYEE HAS THE AUTHORITY TO CHANGE, ALTER, AMEND OR OTHERWISE MODIFY THIS LIMITED WARRANTY.

All claims pursuant to this Limited Warranty must be presented in writing by the Purchaser of the Product (the "Purchaser") to Vortex Glass LLC 14600 NW 112 AVE Miami, FL 33018 (the "Supplier") and within thirty (30) days of the Purchaser learning the facts upon which the claim is based. No warranty claim may be made after the passage of the applicable warranty period. Any legal action in respect of any claim under this Limited Warranty shall accrue on the date the Purchaser discovers or should have discovered with reasonable diligence the facts forming the basis for such claim. Notice of any claim under this Limited Warranty shall not be considered given unless it includes a copy of the Invoice referenced on the reverse; the date and place of purchase of the Product; the name, address and telephone number of the installer of the Product; and the name, address and telephone number of the Purchaser. NO CLAIM UNDER THIS LIMITED WARRANTY SHALL BE AVAILABLE WITHOUT PROOF OF PURCHASE OF THE APPLICABLE PRODUCT BY THE PURCHASER MAKING THE CLAIM. LIMITED WARRANTY CLAIMS MADE PRIOR TO PAYMENT IN FULL BY PURCHASER FOR THE PRODUCT SHALL NOT BE HONORED. FAILURE TO MAKE PAYMENT IN FULL FOR THE PRODUCT ON OR PRIOR TO THE DATE PAYMENT IS DUE THEREFOR SHALL VOID THIS LIMITED WARRANTY. Upon validation by the Company of any Limited Warranty claim, the Company, at its sole option, shall either (a) furnish the Purchaser with a replacement Product or, if the Product is no longer made, a substitute product which, in the sole discretion of the Company, is comparable to the original Product, EX-WORKS the Supplier, freight collect, or (b) refund the original purchase price which the Purchaser paid for the failed portion of the Product (less freight and other charges). A COMPARABLE SUBSTITUTE PRODUCT, WHETHER FABRICATED BY THE COMPANY OR BY A PARTY CHOSEN BY THE COMPANY IN ITS SOLE DISCRETION, MAY HAVE CHARACTERISTICS INCLUDING, BUT NOT LIMITED TO, COLOR, SHADING COEFFICIENT, U-VALUE AND/OR SURFACE APPEARANCE WHICH VARY FROM THE ORIGINAL PRODUCT BUT SHALL NONETHELESS SATISFY THE COMPANY'S OBLIGATION TO REPLACE THE PRODUCT. If the Company elects to supply a replacement or substitute product, the Limited Warranty on the replacement or substitute product shall extend only for the balance of the original Limited Warranty period of the failed Product. In no event shall the Company be responsible for any costs attendant to replacing nonconforming or defective Products (including, but not limited to, labor costs), other than as specified in this paragraph. At the Company's request, all defective Product which is replaced or substituted for pursuant to this Limited Warranty shall be returned to the Company, at the Purchaser's expense, within thirty (30) days after such replacement or substitution.

THE COMPANY SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR ANY DAMAGE TO ANY PRODUCT CAUSED BY, OR WHICH RESULTS FROM, IMPROPER INSTALLATION, INCLUDING ANY INSTALLATION NOT PERFORMED IN A GOOD AND WORKMANLIKE MANNER IN ACCORDANCE WITH INDUSTRY STANDARDS AND APPLICABLE SHOP DRAWINGS, ORDINANCES AND SAFETY CODES; PROVIDED THAT, IN ADDITION, SUCH INSTALLATION SHALL BE PERFORMED AT ANY HIGHER STANDARDS AS SHALL BE SET FORTH IN ANY GLAZING OR INSTALLATION INSTRUCTIONS PROVIDED BY THE COMPANY; IMPROPER MAINTENANCE; STORAGE IN OTHER THAN A GOOD AND WORKMANLIKE MANNER; ABUSE; DAMAGE OR BREAKAGE CAUSED BY PERSONS OTHER THAN EMPLOYEES OR AGENTS OF THE COMPANY WHILE BEING HANDLED, INSTALLED, SHIPPED, GLAZED OR USED; DAMAGE OR BREAKAGE CAUSED BY IMPROPER BUILDING DESIGN OR CONSTRUCTION; THERMAL BREAKAGE; BUILDING OR FOUNDATION MOVEMENT; USE UPON THE PRODUCT OF ANY CLEANSING OR TREATING AGENTS; ATMOSPHERIC POLLUTANTS OR CONTAMINANTS, OR RUNOFF; LEACHATE FROM BUILDING COMPONENTS; USE OF THE PRODUCT WITH INCOMPATIBLE GLAZING OR OTHER MATERIALS; OR USE OF THE PRODUCT FOR PURPOSES NOT CONSIDERED SUITABLE THEREFOR BY THE GLASS INDUSTRY OR, IN ITS SOLE DISCRETION, BY THE COMPANY.

THE REMEDIES PROVIDED HEREIN AND IN THE COMPANY'S INVOICE FOR THE PRODUCTS CONSTITUTE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY UNDER ANY CLAIM OR THEORY OF LIABILITY IN RESPECT OF THE COMPANY'S MANUFACTURE, SALE OR PROVISION OF THE PRODUCT OR ANY WARRANTY IN CONNECTION THEREWITH, INCLUDING, WITHOUT LIMITATION,



REVISED: JAN 2021

CLAIMS BASED UPON FAILURE OF, OR DEFECT IN, THE PRODUCT, WHETHER A CLAIM, HOWEVER INSTITUTED, IS BASED UPON CONTRACT, INDEMNITY, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE AND/OR STRICT LIABILITY) OR OTHERWISE. THE COMPANY SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, CLAIMS OR COSTS OF ANY NATURE INCLUDING, WITHOUT LIMITATION, LABOR COSTS OF ANY KIND RELATING TO THE REMOVAL OF FAILED PRODUCTS AND/OR REINSTALLATION OF REPLACEMENT PRODUCTS THEREFORE, OR DAMAGES, CLAIMS OR COSTS OTHERWISE ARISING FROM, OR IN CONNECTION WITH, ALLEGED BREACH OF ANY LIMITED WARRANTY OR NEGLIGENCE ON THE PART OF THE COMPANY.

If Purchaser is sued by any third party for Product failure under warranty or any other theory, Purchaser shall provide Vortex Glass LLC. at its address above with written notice thereof with a copy of any and all pleadings served upon Purchaser within ten (10) days of such service and provide the Company with an opportunity to inspect the allegedly defective Product. Failure to comply with the foregoing shall void this Limited Warranty.

PRODUCTS NOT EXPRESSLY WARRANTED BY THE COMPANY ARE SOLD "AS IS, WITH ALL FAULTS" AND PRODUCT FAILURES EXPRESSLY EXCLUDED FROM THIS LIMITED WARRANTY (INCLUDING FOR EXAMPLE, BUT NOT LIMITED TO, GLASS BREAKAGE) ARE NOT COVERED BY ANY OTHER WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. THE COMPANY OFFERS NO WARRANTY, EXPRESS, IMPLIED OR OTHERWISE FOR ANNEALED GLASS OR PRODUCTS CONTAINING A FILM OPACIFIER. THE COMPANY DOES NOT WARRANT COATED GLASS PROVIDED IN ITS PRODUCTS. To the extent assignable, the Company assigns to the Purchaser any warranty on the Product provided by third parties, including any warranty by a third party glass coater. These assigned warranties will generally be limited and subject to exclusions and exceptions. The Purchaser is advised to apprise itself of such limitations, exclusions and exceptions, and the Company shall have no obligation to so apprise the Purchaser. (In general the limited warranty provided by glass coaters may be void if the coated glass is installed contrary to the Company's or the respective coater's instructions, damaged by improper handling or installation, or if damaged because of scratches or abrasions which may be caused by abrasive cleaners used on the coated surface.)

Any waiver by the Company of a deviation from any of the terms or conditions in this Limited Warranty shall only be for the specific deviation so waived and shall not be construed as a waiver of any other term or condition nor a continuing waiver of the term or condition so waived.

The Supplier reserves the absolute right to inspect, in the field or at the Supplier, any Product that is alleged by the Purchaser to be defective. Failure to afford the Supplier the right to inspect allegedly defective Product promptly upon the Purchaser becoming aware of any defect therein voids this Limited Warranty.

The Purchaser is solely responsible for all determinations of the compatibility of any glazing or other materials (e.g., sealants, gaskets, tapes, setting blocks, metal or finishes) with the Product. The Purchaser is advised that annealed, heat strengthened or wired glass does not meet the requirements of CPSC 16 CFR 1201 for safety glazing and should not be glazed in hazardous locations, including those defined by applicable codes and law. Hazardous locations should be glazed with approved safety glass.

IT IS THE EXPRESS WISH OF THE PARTIES THAT THIS LIMITED WARRANTY AND ANY RELATED DOCUMENTS BE DRAWN UP AND EXECUTED IN ENGLISH ONLY. THIS LIMITED WARRANTY AND ANY RELATED DOCUMENTS ARE IN THE ENGLISH LANGUAGE AND SHALL BE INTERPRETED IN ACCORDANCE WITH THE MEANINGS OF THE WORDS AND PHRASES USED HEREIN AS UNDERSTOOD IN THE STATE OR PROVINCE OF SELLER'S SUPPLIER INDICATED ON THE FACE OF THIS LIMITED WARRANTY. THIS LIMITED WARRANTY SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY SHALL BE INSTITUTED IN THE 11<sup>th</sup> JUDICIAL CIRCUIT COURT IN AND FOR MIAMI-DADE COUNTY FLORIDA. THE BRINGING OF ANY SUIT, ACTION OR PROCEEDING BY THE PURCHASER WHICH IS NOT IN COMPLIANCE WITH THE FOREGOING SHALL VOID THIS LIMITED WARRANTY.



REVISED: JAN 2021

THIS LIMITED WARRANTY; THE CREDIT APPLICATION, IF ANY, COMPLETED BY PURCHASER; THE COMPANY'S GLAZING INSTRUCTIONS, IF ANY; AND THE INVOICE FOR THE PURCHASE OF THE PRODUCT CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE COMPANY AND PURCHASER WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDE ANY OTHER WRITING, DOCUMENT OR AGREEMENT. THIS LIMITED WARRANTY MAY NOT BE MODIFIED, INCLUDING PURSUANT TO ANY ORDER MADE BY PURCHASER OR IN ANY OTHER DOCUMENT, UNLESS SUCH MODIFICATION IS MADE IN WRITING AND EXECUTED ON BEHALF OF SELLER BY ITS PRESIDENT.

THIS LIMITED WARRANTY IS EXTENDED TO THE PURCHASER OF THE PRODUCT ONLY AND ANY CLAIM HEREUNDER MAY BE MADE SOLELY BY THE PURCHASER. THIS LIMITED WARRANTY IS NOT TRANSFERABLE WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY, WHICH MAY BE WITHHELD ENTIRELY IN ITS DISCRETION, AND ANY ATTEMPTED ASSIGNMENT WITHOUT SUCH PRIOR WRITTEN CONSENT SHALL VOID THIS LIMITED WARRANTY.