



**SINGLE SEALED INSULATING GLASS UNITS
or INSULATING GLASS UNITS not manufactured at a CFP Location
Warranty & Disclaimer
Rev. January 2008**

Subject to the following terms and conditions, Vitro America, Inc., provides to our customer a LIMITED WARRANTY for a period of FIVE (5) YEARS from the date of manufacture. Vitro America warrants our NON-CFP or SINGLE SEALED INSULATING GLASS UNIT(S) against seal failure due to poor workmanship resulting in material obstruction of vision through the Unit(s) due to the accumulation of dust or water on the internal glass surfaces. **Replacement NON-CFP or SINGLE SEALED INSULATING GLASS UNIT(S) provided under the terms of this warranty, shall be warranted only for the balance of the original warranty period.**

THE VITRO AMERICA WARRANTY IS AS STATED ABOVE, AND DOES NOT EXTEND TO:

Units that have been modified in any way; Units that exceed 50 square feet in area; Units that show evidence of water trapped in the glazing pocket; Units with broken glass: **Vitro America does not warrant any glass against breakage from any cause;** Units that have not been installed in a workmanlike manner and glazed in accordance with Vitro America Technical Bulletin 1/1/07 *Glazing Requirements for Vertical Insulating Units*. **The use of setting blocks, weep holes and centering shims is mandatory in all installations.** Units used or installed in high moisture environments such as (but not limited to) bathrooms, swimming pool enclosures, greenhouses, solar collectors and refrigeration units; Units used or installed in high-vibration environments such as in motor vehicles, travel trailers, watercraft or aircraft; Units installed in airport control towers; **Units installed in sloped glazing, skylights or Structural Silicone Glazing Systems;** Units that have been improperly handled; Units installed with incompatible sealant materials; retention of Argon or Krypton gas.

BREATHER TUBE UNITS:

Units shipped through or installed at high elevations (3000 feet or higher) must be equipped with a breather tube or the warranty will be void. The breather tube must be properly crimped and sealed with an organic sealant prior to installation (see Vitro America Technical Bulletin 1/1/07 *Insulating Units and Breather Tubes*). Failure to properly crimp the Breather Tube will void the warranty. Any Breather Tube Units exposed to severe moisture conditions prior to installation will not be covered by this warranty. Gas filling is not available on Breather Tube Units (see Vitro America Technical Bulletin 1/1/07 *Gas Filled Insulating Units*).

This warranty is in lieu of any and all other warranties, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. Vitro America will not be liable for any direct, indirect, incidental, punitive, consequential, exemplary or other damages of any kind whatsoever, other than direct damages based on Vitro America's failure to honor its "repair or refund" obligations set forth below, whether such claim is based on theories of contract, warranty, negligence, tort, strict liability or otherwise. As a prior condition to any obligation of Vitro America, the purchaser must have fully and finally paid for the **non-CFP or Single Sealed Insulating Glass Unit(s)** purchased from Vitro America and must have provided written notice to Vitro America of any claim being asserted. That notice must include proof of purchase and payment and a written description of the alleged defect. The determination as to whether the warranty is applicable shall be made by Vitro America and, unless clearly erroneous, shall be binding on the parties hereto. In all events, Vitro America's sole and exclusive liability and the sole and exclusive right of the purchaser for an actual breach of the warranty shall be limited to replacement of the **non-CFP or Single Sealed Insulating Glass Unit(s)**, FOB the nearest shipping point, or the refund of the original purchase price, at Vitro America's option. **Under no circumstances shall Vitro America be liable, directly or indirectly, for any actual or claimed labor costs, expenses or obligations, including, but not limited to, any which may arise from the manufacture, processing, removal, installation, reinstallation, reprocessing or disposal of any non-CFP or Single Sealed Insulating Glass Unit(s) sold by Vitro America.** The terms of this warranty shall control any additional or conflicting terms contained in any purchase order or other document. The entire warranty is embodied in this writing and this agreement may be amended only with the express prior written consent of an officer of Vitro America, Inc., and this instrument is the complete and exclusive statement of the terms hereof.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights, which vary from State to State.