

5 Year Limited Warranty

Customers who purchase directly from Regal Glass, Inc., may receive a five year warranty on purchases of insulating glass which develop material obstructions of vision resulting from dust or film formations on the internal surfaces of the glass and which are caused by a failure of the seal. Warranty runs from date of manufacture and is restricted to the replacement of the defective unit or units, F.O.B. Regal Glass, Inc., warehouse, or in the sole discretion of Regal Glass, Inc., a return of the purchase price.

Warranty conditions:

Claims under this warranty require written notice to Regal Glass, Inc., prior to unit removal. Regal Glass, Inc. shall have the right to inspect defective units and determine in their sole discretion whether any conditions exist which would void the warranty. Failure to notify Regal Glass, Inc or to obtain a waiver of inspection prior to unit removal shall void the warranty.

Exclusions:

The provisions of this warranty shall not apply to units installed in standing water or some other liquid, or if the unit is scratched or the exterior surfaces damaged by caustic materials, washing, use of improper materials, or in any other manner before or during installation. The warranty shall not apply if the glazing system is a non-perforated marine glazing system, or if the unit is installed in a high humidity area, pool, solar collection panels, refrigerated units, or near a large body of water such as a bay or ocean, or a tinted and or safety film has been applied. The warranty shall not apply if the glass is broken or the seal damaged prior to installation or if the unit was destroyed or discarded. The warranty shall also be void if the unit was improperly installed, as defined by industry standards, such GANA, FGMA, LSGA, GTA, SIGMA, and AAMA.

This warranty is expressly in lieu of all other warranties expressed or implied including but not limited to warranties of fitness for a particular purpose and warranties of merchantability and there are no warranties which extend beyond the descriptions of the face hereof. This warranty is in lieu of all other obligations or liabilities on the part of Regal Glass, Inc. and Regal Glass, Inc. neither assumes nor authorizes any other person to assume for it any other liability in connection with the above described units.

This warranty expressly excludes all other costs and incidental damages, including but not limited to expenses incurred in the inspection, receipt, transportation, care and custody for goods rejected, or commissions, expenses incident to any delay, and consequential damages resulting from a failure of performance or any other costs incurred as a result of the product failure or performance or any other costs incurred as a result of the product failure including but not limited to the costs to remove defective units or install replacement units.