

# THERMOSEAL INDUSTRIES, LLC

## WARRANTY

### 5. LIMITED WARRANTIES:

**DOOR SYSTEM WARRANTY** - The products which Thermoseal manufacture and offer for sale are warranted to: (i) be free from defects in materials and workmanship; and (ii) perform in accordance with applicable refrigeration standards as of the date of manufacture for a period of 15 months from the date and place of shipment, provided that the installation and maintenance of such products have been performed strictly in accordance with Thermoseal's designated specifications (the "Warranty"). The extent of Thermoseal's liability under the Warranty is limited to the repair or replacement, at Thermoseal's option, of any non-conforming products without charge, at Thermoseal's Gloucester City manufacturing plant. Additionally, Thermoseal will replace sealed glass units that are part of an original Thermoseal-manufactured door based on the specific warranty provided by its insulated glass units warranty listed below. Thermoseal reserves the right to change its warranty provisions at its sole discretion at any time with or without prior notification of such change.

**INSULATING GLASS WARRANTY** - Thermoseal warrants that its insulating glass units (IGU's) against seal failure and internal condensation for a period of 5-years after manufacture for single-sealed IGU's, High-Temp Application Units, and for a period of 10-years after manufacture for dual-sealed IGU's and IGU's produced on our automated SuperSpacer™ IGU production line.

This limited warranty extends only to original purchasers of new Thermoseal insulating glass units and door products purchased directly from Thermoseal, and not to anyone to whom the initial buyer may resell these units. This limited warranty only applies to Thermoseal insulating glass units and door products which have been paid for in full.

Thermoseal shall be relieved of all obligations and liability under the foregoing limited door and insulating glass warranties, if: (i) the unit has not been stored or installed with adequate support under each lite; (ii) the unit has been stored or installed in a high moisture environment, including without limitation, swimming pools, greenhouses and the like; (iii) the unit is stored or installed in any high vibration environment; (iv) seal integrity is breached by glass breakage or other damage to the unit in transit, storage, or installation; (v) the unit is stored or installed in a location more than 2500 ft above sea level or 1000 feet below sea level without capillary tubes or other Thermoseal-approved altitude compensation; (vi) the unit is altered or repaired without Thermoseal's knowledge and consent; (vii) the insulating glass unit is exposed to temperatures in excess of 250 degrees F or the vinyl door components are exposed to temperatures above 135 degrees F for a sustained period of time; (viii) the unit has been stored or installed in a high humidity warehouse or location w/ limited air circulation; (viii) there is faulty installation or building construction, or unit design. Thermoseal does not warrant against condensation in high temperature silicone-sealed insulating glass units.

If any properly handled or installed unit is found to be defective in [materials or workmanship] during the warranty period, Customer shall provide prompt written notice to Thermoseal describing the defect, the date of shipment, and the date of discovery. If Thermoseal finds the unit defective in material or workmanship, Thermoseal will fulfill the warranty provided above; however, if the unit is not defective, Customer will pay Thermoseal's costs and expenses in investigating the claim. In any event, Customer agrees to make available to Thermoseal any defective unit for diagnostic purposes and to render necessary and friendly assistance without compensation in dealing with end users of any installed unit.

**No Warranty for Non-Standard Products.** A "Non-Standard Product" is any product that is different in any manner from any Thermoseal product that has been previously designed and manufactured by Thermoseal in accordance with its standard specifications. A Non-Standard Product also includes any standard Thermoseal product that has been specially designed or modified to meet a particular Buyer specification, or that contains any additional or substituted product, part, accessory, equipment, fixture, component or material, or that has been assembled, manufactured, produced, or installed by any method or process, which is different from Thermoseal's standard specifications for such product. Thermoseal expressly disclaims and make no warranties, express or implied, as to the condition, design, utility, quality, adequacy, or capacity with respect to any standard or Non-Standard Product, including, without limitation, any warranty of merchantability or fitness of such product for a particular purpose or intended use, whether or not such product has been designated by Thermoseal as a Non-Standard Product. All Non-Standard Products, whether sold separately, or incorporated and/or attached to standard Thermoseal products, and all services relating to such products, are sold to and accepted by Buyer "as is" and "with all faults." Without limiting any other provision of this purchase order, Thermoseal shall have no liability to Buyer for any claim, loss, damage, consequential damages or expense associated with any Non-Standard Product and/or its use or operation, or any other equipment or property of Buyer caused by or alleged to be caused by any such product or its use or operation, whether directly, indirectly, incidentally or consequentially, or by any inadequacy thereof or deficiency or defect therein.

THE PRECEDING EXPRESS LIMITED WARRANTIES ARE THE EXCLUSIVE WARRANTIES MADE BY THERMOSEAL AND THERMOSEAL MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS SOLD IN CONNECTION WITH THIS DOCUMENT, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER. **THERMOSEAL SHALL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO INJURY TO PERSONS OR PROPERTY.** THE EXPRESS LIMITED WARRANTY SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY A MANAGER OF THERMOSEAL AND CUSTOMER.

6. **LIMIT ON REMEDIES IN EVENT OF FAILURE:** IN THE EVENT ANY THERMOSEAL PRODUCT FAILS TO PERFORM AS WARRANTED, THERMOSEAL'S SOLE RESPONSIBILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY UNDER ANY WARRANTY, CONTRACT, NEGLIGENCE, OR OTHER CLAIM OF LIABILITY, SHALL BE LIMITED TO A REFUND OF THERMOSEAL'S ORIGINAL SELLING PRICE EXCLUSIVE OF FREIGHT AND ANY SURCHARGES OR, AT THERMOSEAL'S OPTION, FURNISHING THE CUSTOMER WITH ANOTHER PRODUCT WITHOUT CHARGE F.O.B. GLOUCESTER CITY, NEW JERSEY OR SUCH OTHER LOCATION AS DETERMINED BY THERMOSEAL. THE FOREGOING WILL BE THE EXCLUSIVE REMEDIES AVAILABLE TO THE CUSTOMER AGAINST THERMOSEAL FOR ANY DEFECTS IN THE PRODUCTS SOLD IN CONNECTION WITH THIS DOCUMENT OR FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING THERMOSEAL'S NEGLIGENCE. IN NO EVENT, SHALL THERMOSEAL BE LIABLE FOR COST INCURRED IN THE REMOVAL OF FAILED PRODUCTS, THE INSTALLATION OF REPLACEMENT PRODUCTS, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS OF CUSTOMER, WHETHER FOR DEFECTIVE OR NONCONFORMING PRODUCTS, BREACH OR REPUDIATION OF ANY TERM OR CONDITION OF THIS DOCUMENT, NEGLIGENCE, OR ANY OTHER REASON. IN THE EVENT A PRODUCT IS REPLACED PURSUANT TO ANY APPLICABLE THERMOSEAL WARRANTY, THE REPLACEMENT PRODUCT IS WARRANTED ONLY FOR THE REMAINDER OF THE WARRANTY PERIOD APPLICABLE TO THE ORIGINAL PRODUCT. THERMOSEAL SHALL NOT BE LIABLE FOR ANY ALLEGEDLY DEFECTIVE PRODUCT UNLESS THERMOSEAL FIRST HAS THE RIGHT TO INSPECT SUCH PRODUCT AND VERIFY THE DEFECTIVE CONDITION.

7. **CLAIMS BY CUSTOMER:** All claims by Customer against Thermoseal, including claims for alleged shortages and external cosmetic surface defects (Scratches, Rubs, Chips, etc...), must be made in writing and delivered to Thermoseal within 15 days of receipt of the goods. Thermoseal shall thereupon be afforded a reasonable opportunity to inspect the goods. All claims must be substantiated with photographs showing the defect so a member of Thermoseal's sales or operations staff can review, inspect or approve. All claims not made in the time period and manner specified above shall be deemed waived.

8. **SUITABILITY OF PRODUCTS:** Customer shall be solely responsible for determining the suitability for use of the products purchased from Thermoseal. Thermoseal employees and agents are not authorized to determine if a product is suitable for use and may not be relied upon by the Customer.

**9. PERMISSIBLE VARIATIONS, STANDARDS AND TOLERANCES:** Except in the particulars specified by Customer and expressly agreed to in writing by Thermoseal, all material shall be produced in accordance with Thermoseal's standard practices. All material, including that produced to meet an exact specification, shall be subject to tolerances and variations consistent with usage in the trade and industry practice concerning dimension, weight, straightness, section, composition and mechanical properties, normal variations in surface, internal conditions and quality, and deviations from tolerances and variations consistent with practical testing and inspection methods.

**10. DEFAULT:** If Customer defaults on the purchase of any goods or if a petition in bankruptcy is filed by or against Customer, then Thermoseal, in addition to other remedies, may repossess any goods which were previously delivered and for which payment has not been received and may refuse to make further shipment of goods. Customer agrees to pay Thermoseal's costs and expenses of collection of any amounts owed to Thermoseal or repossession including the maximum attorney's fee permitted by law.

**12. WE ASSUME NO RESPONSIBILITY FOR BREAKAGE IN TRANSIT:** Breakage on arrival should be noted on Bill of Lading and a claim filed PROMPTLY with the freight carrier. The filing of this claim is the Customer's responsibility.