



GLASS FLOORING SYSTEMS LIMITED WARRANTY

Project No:
Building Owner:
Building Address:
Warranty Start Date:
Warranty End Date:
Contractor:
Installer:

For the warranty period indicated above, Glass Flooring Systems, Inc. ("Glass Flooring Systems") warrants to the Building Owner ("Owner") named above that Glass Flooring Systems will, subject to the Terms, Conditions and Limitations set forth below, be free from manufacturing and workmanship defects. Glass Flooring Systems will provide the replacement of any component found by Glass Flooring Systems to be defective as a result of poor workmanship or a manufacturing defect. Labor, hoisting and delivery of such component(s) is not covered or included by this warranty.

TERMS, CONDITIONS AND LIMITATIONS

1. Products Covered. The "System" shall mean only products supplied by Glass Flooring System and when installed by an authorized installer or in accordance with Glass Flooring Systems' proper installation procedures.

2. Term of warranty. The following is the term for each component of the System.

Framing Components	10 years
Laminated Glass	2 years
Paint	2 years

All terms of this warranty are prorated as per the following schedule.

Year 1 – 100%	Year 6 – 45%
Year 2 – 70%	Year 7 – 40%
Year 3 – 60%	Year 8 – 35%
Year 4 – 55%	Year 9 – 30%
Year 5 – 50%	Year 10 – 25%

2. Notice. In the event of a defect in the System, the Owner must give notice in writing via email or by telephone (must speak with a Glass Flooring Systems Employee. Message left on answering machine not acceptable) to Glass Flooring Systems within thirty (30) days of the determination of alleged defect. Written notice may be sent to Glass Flooring Systems at the email address shown at the end of this Limited Warranty. By so notifying Glass Flooring Systems, the Owner authorizes Glass Flooring Systems or its designee to investigate the cause of the alleged defect.

3. No Dollar Limit (NDL). There is no dollar limit placed on warranted repairs to the extent such repairs are covered by this Limited Warranty.

4. Disputes. Any dispute, controversy or claim between the Owner and Glass Flooring Systems concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Glass Flooring Systems do not resolve the dispute, controversy or claim in mediation, the Owner and Glass Flooring Systems agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Sussex County in the state of New Jersey. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

5. Payment Required. Glass Flooring Systems shall have no obligation under this Limited Warranty unless and until Glass Flooring Systems and the authorized installer have been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the System. In the event that repairs not covered by this Limited Warranty are necessary in the future, Glass Flooring Systems reserves the right to suspend this Limited Warranty until such repairs have been completed and the authorized installer and/or Glass Flooring Systems has been paid in full for such repairs.

Glass Flooring Systems, Inc.

6 Aaron Way Sparta, NJ 07871 - 862.701.5320

www.glassflooringsystems.com warranty@glassflooringsystems.com



6. Exclusions. Glass Flooring Systems shall have no obligation under this Limited Warranty, or any other liability, now or in the future if damage is caused by: (a) Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes, tornadoes, hail, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; (b) Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or which impair the System's ability to perform as designed; (c) Deterioration or failure of building components, including, but not limited to, the roof substrate, waterproofing applied by others, etc.; (d) Construction generated moisture, condensation or infiltration of moisture in, from, through, or around the walls, copings, roof top hardware or equipment, building structure or underlying or surrounding materials; (e) Acid, oil, harmful chemicals, or the reaction between them; (f) Alterations or repairs to the System that are not completed in accordance with Glass Flooring Systems' approved shop drawings, not completed by an approved contractor, and/or not completed with proper notice to Glass Flooring Systems; (g) The design and construction of the surrounding and adjacent area: Glass Flooring Systems does not undertake any analysis of the architecture or engineering required to evaluate what type of System is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure; such a determination is the responsibility of the architect, project engineer or design professional; (h) Improper selection and/or application of materials for the field waterproofing or the failure to accurately calculate wind uplift and/or loads; (i) Change in building use or purpose; (j) chipping or scratching of powder coated or painted components, i.e. frame; (k) any claim where the System or any defective or faulty part of the system has not been retained by the customer for inspection by Glass Flooring Systems; (l) cost of providing crane or any lifting equipment required to replace defective unit or any other associated costs (permits, street closings etc.) with said crane or equipment; (m) associated labor and materials required to remove existing System and/or component(s) of the System or required to complete installation of new System and/or component(s) of the System.

7. Transfer. This Limited Warranty shall be transferable subject to Owner's payment of the current transfer fee set by Glass Flooring Systems.

8. Term. The term of this Limited Warranty shall be for the period set forth above and such term shall not be extended under any circumstances.

9. Breakage. There is no warranty for product breakage. The buyer is responsible for processing any and all freight and insurance claims.

10. Null and Void. This Limited Warranty shall be void if any of Glass Flooring Systems materials have been damaged in the storage, handling or installation; or has not been installed by a Glass Flooring Systems' authorized installer/representative or not installed following Glass Flooring Systems' installation guidelines; or has not been protected against movement of building structure; or has been installed without provisions required by sound practices for adequate expansion and contraction of framing members; or have been otherwise been mishandled; or modified or changed in any way. All warranty items must be returned to Glass Flooring Systems for inspection to make final determinations as to warranty validity for any alleged defect. Seller warrants its terms and conditions supersede all Purchaser requests for variations, unless Seller accepts such variations in writing prior to manufacturing and shipments of materials.

11. Waiver. Glass Flooring Systems' failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.

12. Governing Law. This Limited Warranty shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to that State's rules on conflict of laws.

13. Severability. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

GLASS FLOORING SYSTEMS DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY GLASS FLOORING SYSTEMS. GLASS FLOORING SYSTEMS SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY GLASS FLOORING SYSTEMS. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND GLASS FLOORING SYSTEMS HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST GLASS FLOORING SYSTEMS, AND GLASS FLOORING SYSTEMS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF GLASS FLOORING SYSTEMS. NO OTHER PERSON HAS ANY AUTHORITY TO BIND GLASS FLOORING SYSTEMS WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

GLASS FLOORING SYSTEMS, INC.

By:

Authorized

Signature: _____

Title:

Glass Flooring Systems, Inc.

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