



## regalGARD Laminated Glazing Limited Warranty

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During a period of six (6) years from date of manufacture and subject to the terms and conditions of this regalGARD Laminated Glazing Limited Warranty, REGAL PLASTIC SUPPLY COMPANY, INC. ("Regal") hereby expressly warrants to its immediate customer that its regalGARD Laminated Glazing product shall not contain manufacturing defects resulting in edge separation that materially obstructs vision through the glazing surfaces (the "Warranty").

If the regalGARD Laminated Glazing product fails to conform to the Warranty as described above, the customer must notify Regal promptly in writing of such failure.

Liability under this Warranty for defective regalGARD Laminated Glazing product is limited, at Regal's exclusive option, to (i) replacing such laminated glazing product without charge, FOB Dallas warehouse, or (ii) refunding 100% of Regal's original selling price for the purchased glazing product. Labor Costs are not covered under this Warranty. This Warranty does not apply to replacement of regalGARD Laminated Glazing beyond the warranty period applying to the original regalGARD Laminated Glazing.

Regal reserves the right to inspect any regalGARD Laminated Glazing product which is alleged to be defective prior to its removal from the glazing system, installation or fabrication location.

Regal's liability shall be limited solely to its responsibilities under this Warranty. **IN NO EVENT SHALL REGAL BE LIABLE TO ANY PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR CHARGES EVEN IF REGAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

### **CONDITIONS WHICH WILL VOID THE WARRANTY**

**If any of the following events have occurred, Regal will have no liability under this Warranty.**

1. The original customer of Regal who purchased the regalGARD Laminated Glazing in question was not in good standing with Regal.
2. The regalGARD Laminated Glazing has been subjected to standing water or other liquids.
3. The regalGARD Laminated Glazing has been damaged or altered by handling, storage, fabrication or installation contrary to Regal's written instructions attached or incorporated by reference to industry standards GANA-Glass Association of North America, which includes these former independent associations: FGMA, LGSA and GTA:SIGMA – Sealed Insulating Glass Manufacturers Association: IGMAC – Insulating Glass Manufacturers Association of Canada: NAAMM-North American Association of Mirror Manufacturers and AAMA American Architectural Manufacturers Association or equivalent.
4. regalGARD Laminated Glazing has been cut with the assistance of flammable liquids, either ignited or non-ignited.
5. The regalGARD Laminated Glazing has been used or installed in a condition beyond its design or wind load conditions.
6. The regalGARD Laminated Glazing has been attacked or broken by bullets, bombs or any and all physical attacks that result in broken glazing on either side of the regalGARD Laminated Glazing.

**EXCEPT FOR THE EXPRESS WARRANTY DESCRIBED IN THE FIRST PARAGRAPH ABOVE, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE regalGARD LAMINATED GLAZING PRODUCT, AND REGAL HEREBY DISCLAIMS ALL SUCH WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

No variation or change from this warranty will be binding upon Regal Plastics Supply, Inc. unless made in writing and signed by the president of Regal.