

## WINDOW WARRANTY

Date:

Project:

Customer:

All Columbia Commercial Building Products used on this project are warranted against defects of material and workmanship for a period of One (1) years following the date of delivery.

**Columbia Commercial Building Products warrants the insulating glass against material obstruction to vision due to defects in materials or workmanship which results in film formation or dust collection on the interior glass surfaces caused exclusively from the failure of the hermetic seal, other than through glass breakage, for a period of TEN (10) years from the date of manufacture.**

Columbia's warranty is expressly limited to persons who purchase Columbia's products for the purpose of resale or use in the ordinary course of the buyer's business. This warranty does not cover any product that has been abused, misused, worn out, altered, or used for a purpose other than that for which it was intended or in a manner inconsistent with any instructions regarding its use.

THIS WARRANTY IS EXCLUSIVE, AND COLUMBIA MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PRODUCTS MANUFACTURED AND SOLD BY IT, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER. Unless specifically stated in writing by the General Manager, no agent, employee or representative of Columbia has the authority to bind Columbia to any affirmation, representation or warranty concerning Columbia products or parts, except as stated herein.

If any product manufactured by Columbia is found to be defective by Columbia, in its sole judgment, Columbia will, at its option, either repair or replace such defective product. **THIS REMEDY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE FOR ANY DEFECTS IN THE PRODUCTS MANUFACTURED AND SOLD BY COLUMBIA OR ANY DAMAGES RESULTING FROM ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION, COLUMBIA'S NEGLIGENCE. COLUMBIA SHALL NOT IN ANY EVENT BE LIABLE TO ANY BUYER FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, WHETHER FOR DEFECTIVE OR NON-CONFORMING GOODS, NEGLIGENCE, ON THE BASIS OF STRICT LIABILITY OR FOR ANY OTHER REASON.**

The purpose of this exclusive remedy shall be to provide the buyer with repair or replacement of products or parts manufactured by Columbia found to be defective in materials or workmanship or negligently manufactured. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Columbia is willing and able to repair or replace said defective products or parts in the prescribed manner.

*SAMPLE ONLY*