

INVISIWALL®

SHOWER DOOR HARDWARE

Shower Door Hardware Warranty

CLEANING:

Consolidated Glass Holdings, including its family of companies (collectively, "Company") warrants to its immediate customers only that (a) for a period of three (3) years following the date of sale, the INVISIWALL® Shower Door Hardware Product "Hinges" will be free from material defects in material and workmanship and (b) for a period of one (1) year following the date of sale, all other INVISIWALL® Shower Door Hardware products will be free from material defects in material and workmanship. All INVISIWALL® Shower Door Hardware products shall hereinafter be referred to as "Products".

All warranty claims are subject to inspection by Company. The applicable warranty will not apply if, after inspection by representatives of Company, it is determined that the Product has been installed and/or maintained in a manner that is not in conformity with the instructions and guidelines set forth by Company for proper installation and maintenance.

Company's sole obligation, and the customer's exclusive remedy (including any entity or person claiming by or through customer) in the event of breach of warranty or Product defect shall be, in Company's sole discretion, that Company shall repair or replace the non-conforming Product (FOB plant of manufacture), or refund the purchase price for such Product. Any Product replaced under the terms of this limited warranty will be covered under the terms and balance of the duration of the original warranty period for the replaced Product.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE PRODUCTS ARE PROVIDED "AS IS" (WITH ALL FAULTS), AND EXCEPT AS PROHIBITED BY LAW, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ALL SUCH IMPLIED WARRANTIES ARE HEREBY EXCLUDED.

EXCEPT AS PROHIBITED BY LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO ANY PRODUCT SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL PURCHASE PRICE FOR THE PRODUCT GIVING RISE TO THE CLAIM, REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT AGAINST COMPANY.