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SUPERIOR GLASS INC.
STANDARD FIVE-YEAR LIMITED WARRANTY

FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE OF MANUFACTURE, SUPERIOR GLASS INC. (“SUPERIOR”) PROVIDES THE FOLLOWING LIMITED WARRANTY (“LIMITED WARRANTY”) TO YOU AS THE BUYER (“BUYER”) WITH RESPECT TO THE SALE OF PRODUCTS (“PRODUCTS”):

1. Superior warrants its tempered and heat strengthened glass will conform to industry-recognized specifications for flat glass products that have undergone heat treatment to improve strength and safety;
2. Superior warrants its dual seal insulating glass, including those with sloped glazing, against defective materials or workmanship that result in fogging or moisture residue formation on internal glass surfaces due to failure of the insulating glass seal;
3. Superior warrants against defects trapped inside the insulated glass units that are discovered after installation; provided, however this Limited Warranty covers defects in the materials or workmanship of the insulated glass units that result in the entrapment of foreign objects or substances between the glass panes, which become visible after the units have been installed in accordance with industry standards;
4. Superior warrants that when units are installed in accordance with industry standards, the structural bond between the glass substrates of Superior glass units will not fail (adhesively or cohesively) due to defective materials or workmanship; provided, however, the structural glazing system designer—not Superior—is responsible for design of the structural glazing support system, and Superior is not responsible for the improper use or handling, faulty installation, or faulty building construction or design; and
5. Superior warrants against defective materials or workmanship that result in delamination of laminated glass.

SUPERIOR’S LIMITED WARRANTY DOES NOT COVER AND/OR IS VOIDED BY THE FOLLOWING ACTIONS TAKEN BY THE PURCHASER:

1. failure to adhere to industry-standard guidelines regarding (a) installation and/or maintenance of the unit, (b) management of thermal stress on the unit, (c) prevention of insulated glass failures, and (d) proper post-fabrication handling (*see, e.g.*, the Fenestration & Glazing Industry Alliance’s (FGIA) Guidelines to Reduce Instances of Thermal Stress (TM-1500-14), FGIA’s guidelines for Preventing Insulating Glass Failures (TM-4100-03), and FGIA’s guidelines regarding Post Fabrication & Installation TM-3000-90(16));
2. glass breakage or product failure due to improper usage;
3. products retrofitted with tint or other adhesive materials;
4. product failure due to improper handling, loading, unloading, product storage, misuse, abuse, alteration, or negligence;
5. incompatibility with third-party glazing or installation materials;
6. faulty installation or building construction;

7. insulated units installed in high-moisture environments, including but not limited to swimming pool enclosures, saunas, Jacuzzis, or hot tub enclosures;
8. damage caused by water not attributable to the Superior product;
9. errors in specifications provided to Superior;
10. scratches or abrasions to the product—unless identified prior to installation and within seven (7) days of delivery in accordance with Superior’s Terms and Conditions of Sale hereby incorporated herein by reference;
11. repairs or attempted repairs by third parties;
12. damage or unit failure resulting from abnormal or extreme weather conditions, including but not limited to hurricanes, tornados, floods, ice storms, or other acts of God; and
13. damage caused by cleaners, solvents, acids, alkalies, or any other chemicals used on or around the products.

To assert a warranty claim under Superior’s Limited Warranty, purchaser must notify Superior in writing within ninety (90) days of discovery of the facts giving rise to the claim. Such notice must be submitted to billing@superiorglassfl.com. Upon receipt such notice, Superior reserves the right to inspect, in the field, any Superior product that is alleged to be defective before honoring Superior’s Limited Warranty.

If a Superior product is found and verified by Superior to be defective under this Limited Warranty, Superior may (a) replace the product without charge, F.O.B. nearest shipping point to the place of installation, or (b) at Superior’s option and in its sole discretion, refund the purchase price of the defective units.

If Superior elects to replace defective unit(s), Superior will not be liable for any other expenses, including but not limited to, removal of the defective unit, installation of replacement units, any labor, materials, and/or any other damages, including incidental, indirect, special, or consequential damages. Superior shall, at its sole discretion, decide on the place of performance for work under this Limited Warranty.

The warranty of the replacement unit(s) will be limited to the remainder of the warranty period of the original unit(s) as specified under this Limited Warranty.

Superior’s Limited Warranty may only be modified upon written approval of Superior’s Owner, Wally Kader, or Superior’s Office Manager, Katie Roupe.

WAIVER OF IMPLIED WARRANTIES

OTHER THAN ITS LIMITED WARRANTY HEREIN, SUPERIOR MAKES NO OTHER WARRANTIES OR REPRESENTATIONS TO BUYER OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ITS PRODUCTS, AND SUPERIOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PRODUCTS SOLD BY SUPERIOR ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY SUPERIOR IN WRITING. BUYER ASSUMES ALL RISK WHATSOEVER FOR THE USE OF PRODUCTS PURCHASED, WHETHER USED ALONE OR IN COMBINATION WITH THIRD-PARTY PRODUCTS, MATERIALS, OR SUBSTANCES.