

SolaROC
EXCLUSIVE WARRANTY
(This is not a Consumer Product Warranty)

Product Material Warranty

Subject to the terms and conditions hereof and the exclusions set forth below, SolaROC warrants to its Original Purchaser (as hereafter defined) that under conditions of normal use and service: (a) the material will meet the specifications shown on the face hereof; (b) the material, when shipped, shall be free of defects in material and workmanship; and (c) SolaROC will convey good title thereto (the "Product Material Warranty"). The Product Material Warranty shall commence on the date of shipment from the factory (the "Shipment Date") and expire one (1) year from the Shipment Date. "Original Purchaser" means the individual or entity which took original title to the SolaROC product or material from SolaROC.

Insulated Glass Warranty and Paint Warranty

Subject to the terms and conditions hereof and the exclusions set forth below, SolaROC warrants to its Original Purchaser against (a) for insulated glass window products, failure of the glass seal caused by defects in manufacturing and workmanship (the "Insulated Glass Warranty") and (b) for powder coated paint products, flaking, peeling, or blistering except scratching, marring, or abrasions due to transportation, handling, and/or installation ("Paint Warranty"). The Insulated Glass Warranty shall commence on the Shipment Date and expire ten (10) years from the Shipment Date. The Paint Warranty shall commence on the Shipment Date and expire one (1) year from the Shipment Date.

Exclusions and Limitations

If any window is installed "Above Grade" (as hereinafter defined), all warranties hereunder are null and void. "Above Grade" means (1) a window installed without an area wall around the window, or (2) a window installed with an area wall in which the top of the window frame placement is 8" or higher above grade level. SolaROC does not warrant against condensation on any window frames or windows. Except as described above, the Product Material Warranty, Insulated Glass Warranty and Paint Warranty do not cover defects or damage due to any of the following: (a) normal wear and tear; (b) improper installation; (c) any alteration or modification (including without limitation any alteration or modification to accommodate a security or alarm system); (d) accident; (e) acts of God; (f) improper use and/or abuse; (g) failure to perform reasonable and necessary maintenance, (g) neglect, improper handling and/or improper storage; (h) exposure to excessive heat and/or cold beyond naturally occurring conditions; (i) improper removal of any permanent warning or identification labels or markings on the product; (j) rusting or corrosion of non-vinyl products or components due to the close proximity to coastal areas or caused by electrical conductivity or abnormal soil conditions unique to the installation locale; (k) any inappropriate or unintended use or uses of the product; (l) minor blemishes in glass; (m) color variation or variations of the glass; (n) glass breakage for any cause or any reason; (o) subjection to stresses arising from glass surface temperature differentials or caused by building settlement or movement; (p) condensation on external surfaces of the window and/or glass, which may occur as the natural result of humidity and interior/external temperature differentials; and (q) the gradual, natural migration of inert gas infills used in insulated glass products.

Disclaimers and Limitations on Remedies

THE WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

SolaROC neither assumes, nor authorizes any other person to assume for it, another liability in connection with the sale of any product. The warranties described herein are the exclusive remedies for breach. The warranties herein cover materials only and SolaROC does not assume any expense or responsibility involved with the removal and/or reinstallation of any replacement parts or replacement product. SolaROC's obligation under the warranties is expressly limited to, at SolaROC's option, replacement or repair of any defective part, component or product. The repair or replacement of covered components that are defective shall be the Original Purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the Original Purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for the return of the product), excluding any transportation or shipping charges, less a reasonable allowance for use of the product prior to its return.

SolaROC's liability for any repair event shall not exceed the actual cash value of the product if repaired and SolaROC's cumulative liability over the coverage period shall not exceed the amount paid by the Original Purchaser for the product, excluding any transportation or shipping charges.

SolaROC reserves the right to discontinue the model or models manufactured under these warranties. Any discontinued parts or components may be replaced with an equivalent part at the sole discretion of SolaROC. SolaROC is not responsible for any color variation in the replacement part or component. SolaROC reserves the right to inspect any and all defects in the field. Field visitations may result in service charges for non-warranty site surveys.

Under no circumstances shall SolaROC be liable for incidental, consequential, exemplary or special damages including, but not limited to, damage or loss of other property or equipment, loss of profits, or other commercial loss that may be due to a defect in the product or the breach or performance of SolaROC, and such damages are specifically excluded. Corrections of defects in the manner provided herein shall constitute fulfillment for all liabilities of SolaROC to the Original Purchaser or any other person whether based upon contract, tort, strict liability, or otherwise.

Eligibility Requirements and Warranty Claims

The warranties set forth above may be enforced only by the Original Purchaser. Any claim under the warranties set forth above must be made in writing and include the Original Purchaser's name, address, date of purchase, product information from the product label and daytime as well as evening telephone numbers. All claims and/or inquiries should be forwarded to the following address:

SolaROC
P.O. Box 250
Waukee, Iowa 50263

Non-Transferability

The warranties described above are non-transferable and limited to the Original Purchaser as described above.

It is the responsibility of the owner, architect and/or builder to select products that comply with applicable laws and building codes that are appropriate for the application and use.