

STANDARD LIMITED WARRANTY AND REMEDY

LIMITED EXPRESS WARRANTIES: This Standard Limited Warranty and Remedy (the “Warranty”) covers only products and components supplied and manufactured by Manko Window Systems Inc. (“Manko”). This Warranty is direct from Manko and non-pro-rated for its entire term, except as otherwise noted herein. In non-residential occupancies, this Warranty may be extended directly to the owner in its entirety and passed on to the first subsequent owner(s) only through its length. In residential occupancies, this Warranty applies only to the original purchaser, and is not assignable or transferable. Manko warrants its products subject to the following conditions and restrictions for the period of two (2) years from the date of manufacture, unless a different period is provided by a specific product warranty in which case that period shall apply. This Warranty applies only if Manko is notified in writing within sixty (60) days after the earlier of, (a) discovery of the defect(s), or (b) the time at which the defect(s) should have been discovered through reasonable diligence. Failure of claiming party to notify Manko within such period shall automatically relieve Manko of all responsibility and/or liability under this Warranty.

This Warranty does not cover, and Manko hereby assumes no responsibility and disclaims all liability for, circumstances outside of Manko’s control, including without limitation: any hardware, sun shades, gaskets, glazing materials, components or sealants of other manufacturers used with Manko products; glass breakage; customer processing or fabrication or failure to follow Manko’s product instructions; faulty installation; product failure due to improper usage, handling, loading, unloading, or storage; incompatibility with other glazing or installation materials; improper building design, specifications or construction; excessive, localized or asymmetrical building movements; failure to provide routine, documented and reasonable maintenance and inspection; noise; scratches or abrasions to the product; condensation or frost on any surface; visual obstruction or distortion not visible on dry glass; abnormal environmental conditions; damage caused by water entry from sources other than Manko materials; any damage, whether to property or person, caused by or attributable to mold, mildew, fungi, or other toxins, regardless of cause; fire, earthquake, flood or other acts of nature; physical damage or other casualty; field fabrication, finishing, or forming; damages caused by any chemicals used on or around the product; damage attributable to building maintenance equipment; falling objects, ice, snow, or debris build-up; government restrictions; terrorism or other acts of aggression; depreciation or normal wear. This warranty does not cover products installed outside of the Continental limits of the United States and Canada. All decisions regarding the existence of defects in material and workmanship and the occurrence of any of the matters described in the preceding paragraphs or affecting this Warranty shall be made by Manko and shall be final and binding upon the parties.

LIMIT OF REMEDIES IN THE EVENT OF FAILURE: In the event that any Manko product fails to perform as warranted, Manko’s sole responsibility and Purchaser’s Sole and Exclusive Remedy under any warranty, contract, negligence or other claim of liability shall be limited to: at Manko’s option, (1) repair, (2) to furnish the purchaser with another product without charge, F.O.B. the shipping point nearest the product’s installation, or (3) a refund of the purchase price of material or components determined by Manko to be defective. **LABOR AND EQUIPMENT, TO REMOVE AND/OR REPLACE MATERIAL OR COMPONENTS DETERMINED BY MANKO TO BE DEFECTIVE, IS NOT INCLUDED.** Manko will not be held liable for any work performed, or materials supplied, by others, including but not limited to; architectural or engineering fees, consulting fees, back charges, remedial labor costs, delay claims of any type or other direct or indirect costs, without Manko’s prior written authorization. **IN NO EVENT SHALL MANKO BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.** If a product is replaced, the replacement product is warranted only for the remainder of the warranty period applicable to the original product. Manko’s Warranty will be void if full payment is not received, as determined by Manko.

DISCLAIMER ON IMPLIED WARRANTIES FOR ALL MANKO PRODUCTS: MANKO MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE PRODUCTS, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, COMPLIANCE WITH BUILDING CODES, SAFETY CODES, LAWS, OR ANY OTHER MATTER. Other than modifications in writing signed by Manko’s officers, no distributor, Manko representative, agent or employee has the authority to alter or change any this Warranty or any specific Manko product warranty, either orally or in writing. Other than this Warranty or any specific Manko product warranty, in no event will any other warranty terms apply to the sale of Manko products, including but not limited to, the project specifications, general conditions, and/or other bid or contract documents. Any waiver by Manko of any of the terms of this Warranty for any project shall not be construed as a waiver of any other terms of this Warranty, or terms of sale related to this, or any other project. If any provision or term of this Warranty is determined to be invalid, illegal or otherwise unenforceable for any reason, such determination shall not affect the validity or enforceability of any remaining provisions or terms.

THE EXPRESS REMEDIES PROVIDED HEREIN ARE THE SOLE REMEDIES FOR THE BREACH OF ANY AND ALL WARRANTIES OR COVENANTS HEREUNDER AND FOR MANKO’S LIABILITY OF ANY KIND, WHETHER IN CONTRACT, TORT OR OTHERWISE. MANKO’S AGGREGATE TOTAL CUMULATIVE LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE DOLLAR AMOUNT OF THE PURCHASER’S ORIGINAL PAYMENT MADE TO MANKO FOR MATERIAL FURNISHED BY MANKO.

SUITABILITY OF PRODUCTS: Purchaser, Owner, Architect, shall be solely responsible for determining suitability for use of products purchased from Manko. REPRESENTATIONS BY EMPLOYEES OR AGENTS OF MANKO (OTHER THAN WARRANTIES AS DEFINED HEREIN) CONCERNING THE SUITABILITY OF MANKO PRODUCTS ARE NOT AUTHORIZED BY MANKO AND MAY NOT BE RELIED UPON BY PURCHASER.