



DUAL SEALED INSULATING GLASS UNITS

Warranty & Disclaimer

Rev. April 2024

Subject to the following terms and conditions, Hardware Solutions LLC provides to our customer a LIMITED WARRANTY for a period of five (5) years from the date of manufacture. Hardware Solutions LLC warrants our DUAL SEALED INSULATING UNIT(S) against seal failure due to poor workmanship resulting in material obstruction of vision through the unit(s) due to the accumulation of dust or water on the internal glass surfaces. **Replacement of Dual Sealed Insulating Unit(s) provided under the terms of this warranty shall be warranted only for the balance of the original warranty period.**

Hardware Solutions LLC warranty is as stated above, and does not extend to:

Units that have been modified in any way; Units that exceed 60 square feet in area; Units which show evidence of water trapped in the glazing pocket; Units with broken glass: **Hardware Solutions LLC does not warrant any glass against breakage from any cause;** Units that have not been installed in a workmanlike manner. **The use of setting blocks, weep holes and centering shims is mandatory in all installations.** Units used or installed in high moisture environments such as (but not limited to) bathrooms, swimming pool enclosures, greenhouses, solar collectors and refrigeration units; Units used or installed in high-vibration environments such as in motor vehicles, travel trailers, watercraft or aircraft; Units installed in airport control towers; **Units installed in sloped glazing or skylights; Non-silicon units installed in structural Silicone Glazing Systems;** Units that have been improperly handled; Units installed with incompatible sealant materials; retention of Argon or Krypton gas.

BREATHER TUBE UNITS:

Units shipped through or installed at high elevations (3000 feet or higher) must be equipped with a breather tube or the warranty will be void. The breather tube must be properly crimped and sealed with an organic sealant prior to installation. Failure to properly crimp the breather tube will void the warranty. Any breather tube units exposed to severe moisture conditions prior to installation will not be covered by this warranty. Gas filling is not available on breather tube units.

This warranty is in lieu of any and all other warranties, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. Hardware Solutions LLC will not be liable for any direct, indirect, incidental, punitive, consequential, exemplary or other damages of any kind whatsoever, other than direct damages based on Hardware Solutions LLC failure to honor its "repair or refund" obligations set forth below, whether such claim is based on theories of contract, warranty, negligence, tort, strict liability or otherwise. As a prior condition to any obligation of Hardware Solutions LLC the purchaser must have fully and finally paid for the Dual Sealed Insulating Units(s) purchased from Hardware Solutions LLC and must have provided written notice to Hardware Solutions LLC of any claim being asserted. That notice must include proof of purchase and payment and a written description of the alleged defect. The determination as to whether the warranty is applicable shall be made by Hardware Solutions LLC and, unless clearly erroneous, shall be binding on the parties hereto. In all events, sole and exclusive liability and the sole and exclusive right of the purchaser for an actual breach of the warranty shall be limited to replacement of the **Dual Sealed Insulating Unit(s)**, FOB the nearest shipping point, or the refund of the original purchase price, at Hardware Solutions LLC option. Under no circumstances shall Hardware Solutions LLC be liable, directly or indirectly, for any actual or claimed labor costs, expenses or obligations, including, but not limited to, any which may arise from the manufacture, processing, removal, installation, reinstallation, reprocessing or disposal of any **Dual Sealed Insulating Unit(s)** sold by Hardware Solutions LLC. The terms of this warranty shall control any additional or conflicting terms contained in any purchase order or other document. The entire warranty is embodied in this writing and this agreement may be amended only with the express prior written consent of an officer of Hardware Solutions LLC and this instrument is the complete and exclusive statement of the terms hereof.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights, which vary from State to State