

# SAGE ELECTROCHROMICS, INC

## Limited Warranty

### ***Who and What is Covered***

SAGE Electrochromics, Inc. ("SAGE") warrants only to the Original Equipment Manufacturer (OEM) or to SAGE's direct customer, depending on the project, (collectively referred to herein as "Customer") for a period of ten (10) years from the date of SAGE's manufacture (the "IGU Limited Warranty Period") that the SageGlass® Insulated Glass Units produced by SAGE (the "IGUs") and purchased by the Customer will be free from material obstruction of vision as a result of fogging or film formation on the internal glass, which is caused by failure of the hermetic seal due to defects in material or workmanship.

SAGE warrants only to the Customer for a period of five (5) years from the date of SAGE's manufacture of the IGUs (the "Glass Limited Warranty Period") that the electrochromic glass produced by SAGE and purchased by the Customer will be free from defects in material or workmanship.

SAGE warrants only to the Customer for a period of five (5) years from the date of SAGE's manufacture of the IGUs (the "Controls Limited Warranty Period") that the SageGlass® Controls ("Controls") produced by SAGE and purchased by the Customer will be free from defects in material and workmanship.

SAGE warrants only to the Customer for a period of five (5) years from the date of SAGE's manufacture of the IGUs (the "Laminated Products Limited Warranty Period") that laminated products produced by SAGE and purchased by the Customer will be free from lamination defects, such as edge separation or delamination, that materially obstruct vision through the glass.

Each of the IGU Limited Warranty Period, the Glass Limited Warranty Period, the Controls Limited Warranty Period and the Laminated Products Limited Warranty Period shall hereinafter sometimes be referred to as a "Limited Warranty Period".

The Limited Warranties set forth above (each a "Limited Warranty" and together, the "Limited Warranties") are subject to the warranty exclusions listed below.

If a defect as described above is reported to SAGE before the end of the applicable Limited Warranty Period and SAGE determines the existence of such defect, SAGE, at its exclusive option, will either:

- (a) Provide the Customer a replacement product, at no charge, or
- (b) Repair the defective product at SAGE's sole expense

If SAGE elects to provide a replacement IGU, SAGE will use only an electrochromic IGU for any claim made within five (5) years of the date of manufacture of the defective IGU product and may use an electrochromic IGU or an alternative IGU product of equal or better performance value for any claim made after five (5) years of the date of manufacture of the defective IGU product. The providing of replacement products or components shall not extend the applicable original Limited Warranty Period. These remedies are the exclusive remedies of the Customer.

The Limited Warranties do not cover:

- The repair or replacement of products that are improperly stored or transported (including loading and unloading);

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- The repair or replacement of products damaged as a result of accident or acts of God, including but not limited to accidental glass breakage;
- Normal wear and tear of the SAGE products;
- Damage caused by or resulting from water penetration that occurs for any reason other than a defect in a SAGE product;
- Damage caused by or resulting from the incompatibility of the SAGE product with other glazing or installation materials, including but not limited to coatings, sealants, and gaskets;
- Damage caused by or resulting from any failure to properly use, install or maintain the SAGE product in accordance with applicable instructions, standard industry practice, or building codes;
- Damage caused by or resulting from product alteration, product abuse or misuse, faulty construction or design, improper or insufficient handling, applications in areas of high humidity, areas without proper or adequate ventilation or humidity control, and products subjected to conditions outside their design limitations;
- Minor imperfections that do not affect the product in performance or obscure vision; minor variations in glass color; or, with respect to electrochromic glass, minor changes in switching speed and transmission;
- Damage caused by or resulting from corrosive environmental factors including acid rain, or wood rot due to improper maintenance or installation; or caused by cleaners, solvents, acids, alkalis and other chemicals used on or around the SAGE product; or
- Condensation on roof windows and skylights and any related water damage, which may occur as a natural result of humidity within a building or a variation between indoor/outdoor temperatures.

SAGE requires that when glazing SageGlass® products, the IGMA or Glass Association of North America (GANA) glazing guidelines be followed. The IGMA Glazing Guidelines for Sealed Insulated Glass Units, for Commercial and Residential Use TM-3000-90(04) states, "For dry glazed systems, an adequate seal should consist of a minimum of 0.70 N/mm (4lb/in) and not exceeding 1.75 N/mm (10 lb/in) applied to the edges of the insulated glass unit by gaskets or other fastening systems." Failure to follow these guidelines may result in irreparable damage to the insulated glass units and will void the SageGlass® Limited Warranty.

### ***Limitations and Exclusions***

Unless modified in writing signed by an officer of SAGE, the Limited Warranties set forth above are the only express warranties (whether written or oral) of SAGE applicable to SAGE's products and no one is authorized to modify or expand it. Any warranty provided by the Customer to its customers or end-users shall be the sole responsibility of the Customer. The Limited Warranties contained herein are provided to SAGE's direct customers or to the OEM and do not extend to the end-user, or any other person or entity in the chain of ownership or distribution.

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY SAGE. THE WARRANTIES AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED BY STATUTE OR AT LAW. SAGE HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE AND ANY OTHER OBLIGATION OR LIABILITY NOT EXPRESSLY SET FORTH HEREIN. UNDER NO CIRCUMSTANCES SHALL SAGE BE RESPONSIBLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THE COST TO REMOVE NON-CONFORMING PRODUCT OR INSTALL REPLACEMENT PRODUCT, LOSS OF PROFITS, HARM TO GOODWILL OR BUSINESS REPUTATION, OR DELAY DAMAGES), WHETHER SUCH CLAIMS ARE BASED IN CONTRACT, WARRANTY, NEGLIGENCE OR STRICT TORT LIABILITY, AND ITS TOTAL

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LIABILITY SHALL IN ALL INSTANCES BE LIMITED TO REPLACEMENT OF THE DEFECTIVE PRODUCT OR, AT ITS OPTION, REPAIR OF THE DEFECTIVE PRODUCT. THIS EXCLUSION APPLIES EVEN IF THE REMEDY SET FORTH ABOVE IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

### ***What the Customer Must Do for Warranty Service***

All requests for warranty service should be directed to, attention: Architectural Solutions Manager, SAGE Electrochromics, Inc., One Sage Way, Faribault, MN 55021. All claims must be made in writing before the end of the applicable Limited Warranty Period and must be accompanied by the defective product or otherwise supported by photos or other evidence of the defective product. No returns will be accepted without prior authorization. The Limited Warranties do not cover the cost of transportation or handling, which must be paid by the claimant. Under no circumstances will SAGE have any obligation to pay for the removal of the defective product or the installation of a new product.

### **Notice about Product Suitability**

The Customer is solely responsible for determining whether a product purchased from SAGE is suitable for the Customer's needs or applications when used outside of the agreed upon application range as specified in the current Specifications documents established by the Customer and SAGE. Although SAGE may be asked to provide information about its product(s) in a proposed application or make information or its opinions available from time to time, SAGE will not, by responding to requests for or otherwise providing opinions or information, assume any responsibility for the design or suitability of the Customer's product(s) in the proposed application, the Customer's methods, processes or products except as specified in the current Specifications. SAGE will not be required to supplement any opinions or information provided or to make further information available. The Customer will at all times be responsible for determining the suitability of the Customer's or the Customer's affiliates' recommendations, advice, processes, services, and products for use in the Customer's own applications and for identifying and performing to the Customer's satisfaction all quality control tests, analyses, forecasts, and other tests and examinations necessary to assure that the Customer's products and services will be safe, acceptable and suitable for use under end-use conditions. In addition, SAGE is not a professional engineering or architectural firm. Any advice that SAGE may provide on such things as product selection or product integration, should be reviewed and approved by the licensed architect and / or engineer of record for the project.