

# **1-YEAR LIMITED WARRANTY** **FOR WINDOWS, WINDOW WALLS, AND SKYLIGHTS**

Innovative Building Products, Inc. (IBP) represents that the windows, window walls and skylights sold hereunder be free from manufacturing defects in materials and workmanship for one (1) year after date of purchase from an authorized dealer, provided that proof of purchase can be established by receipt of sale. Any part that the customer determines has a manufacturing defect shall be returned to the authorized dealer where purchased, shipping cost prepaid, if any, and if found to be defective by IBP, shall be replaced by IBP. The total liability of IBP on any claim, whether in contract, tort (including negligence), under warranty or otherwise, arising out of, connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement or use of any IBP products shall not exceed the purchase price of the product or part thereof giving rise to the claim. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE NOT EXPRESSLY SET FORTH HEREIN.** No liability is assumed by IBP except as expressly stated herein. IBP shall not be liable for and expressly disclaims any liability for damage to the contents of the structure. In no event shall IBP be liable for any special, incidental, or consequential damages arising out of or in connection with the use of IBP products including, but not limited to damages for loss of revenue, cost of capital, claims of Buyer's customers, and cost and expenses incurred in connection with labor, overhead, transportation, installation or removal of products or substitute facilities or supply sources.

## **REMEDIES:**

In the event of a claim under this warranty, IBP must be notified in writing within 30 days of the occurrence of the failure.

IBP accepts no responsibility for problems arising from improper supporting structure, improper installation of the component parts and/or unit, improper selection and/or installation of glass blocks, the use of any sealant other than that which is supplied by IBP, or improper application of the sealant supplied.

IBP's sole liability shall be to furnish sufficient replacement material to restore the integrity of the product. Any labor or other costs associated with the repairs are the responsibility of the Buyer.

## **DISCLAIMER OF EXPRESS WARRANTY**

Acme Brick Company has made no affirmation of fact or promise relating to the goods being sold that has become any basis for this bargain. Further, Acme Brick Company has made no affirmation of fact or promise relating to the goods being sold that has created or amounted to an express warranty that the goods would conform to any such affirmation or promise.

## **DISCLAIMER OF IMPLIED WARRANTY OF MERCHANTABILITY**

Acme Brick Company disclaims any warranty of merchantability with respect to the goods sold by this agreement.

## **DISCLAIMER OF IMPLIED WARRANTY OF FITNESS**

Acme Brick Company disclaims any warranty of fitness for any particular purpose whatsoever with respect to the goods being sold under this agreement.

Innovative Building Products, Inc.  
*an Acme Brick company*  
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