

Guardian Tempered Glass

Tempered Glass Manufacturing Standards and Disclaimer

Guardian Glass, LLC and its subsidiaries and affiliates manufacture tempered glass which conforms with various industry standards as referenced in Guardian's published Technical Data sheets. These standards include: ASTM C 1036; ASTM C 1048; 16 CFR 1201; ANSI Z97.1; and CAN/CGSB-12.1. In addition, Guardian's tempered glass is independently certified by accepted industry groups such as the Safety Glazing Certification Council, and meets guidelines set by the Glass Association of North America.

Tempered glass nevertheless may contain matter such as undissolved batch elements, fire brick particles from the glass furnace, and nickel sulfide stones or inclusions. The presence of such matter does not render the glass defective, and normally does not impair the glass's appearance or performance. Under some conditions, however, such materials may cause breakage, sometimes referred to as "spontaneous breakage." So-called spontaneous breakage may also be caused by damage such as surface or edge scratches, chips or gouges which can occur after Guardian has sold the glass. Spontaneous breakage can occur months or even years after installation. **Guardian does not warrant its glass against the presence of such materials or against breakage of any kind or cause, including spontaneous breakage, breakage due to the presence of these materials, breakage due to damage to the glass, or breakage due to any other cause.** Guardian's customer understands and accepts that tempered glass may be susceptible to breakage due to these and other causes and, by placing or proceeding with any order for tempered glass, Guardian's customer agrees that it will not seek to hold Guardian responsible for any costs, damages, or injuries, including incidental or consequential damages, personal injury, or repair/replacement labor, due in whole or in part, directly or indirectly, to glass breakage. By placing or proceeding with any order for tempered glass, Guardian's customer agrees to indemnify and hold Guardian harmless from any such costs, damages, or injuries brought by third parties.

No architectural or engineering specification, quotation, bid package, purchase order, correspondence, or other document, nor any oral representation or agreement, purporting to define the presence of nickel sulfide in tempered glass as a defect, or purporting to require a warranty against breakage, including spontaneous breakage, shall be binding on Guardian Glass, LLC. The only warranty offered by Guardian Glass, LLC on tempered glass is that which appears, if any, in Guardian's standard terms and conditions of sale, which are incorporated here by reference. No Guardian Glass, LLC salesperson or other employee or representative is authorized to vary the terms of such warranty or this Disclaimer, other than an officer of the company, and then only in writing.

EXCEPT FOR ANY EXPRESS WARRANTIES REFERENCED ABOVE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES AND THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO TEMPERED GLASS AND NO WARRANTY SHALL BE IMPLIED BY OPERATION OF LAW OR OTHERWISE.

IF YOU DO NOT UNDERSTAND AND ACCEPT THE TERMS OF THIS DISCLAIMER, DO NOT PLACE OR PROCEED WITH ANY ORDER FOR TEMPERED GLASS.