

Warranty

Guardian ShowerGuard[®] Fabricator Limited Warranty

Subject to the conditions set forth below, Guardian Glass, LLC (“Guardian”) warrants to its immediate fabricator customer only that Guardian ShowerGuard coated glass products (the “Product”) will not develop cracking or deterioration in the surface protection coating for a period of six (6) months from the date of original Product shipment.

Guardian is not responsible for any warranties that its customer provides to subsequent customers or other end users of the Product.

In the event the Product fails to conform to the limited warranty as described above, Guardian must be notified promptly in writing at the plant from which the purchase was made. Liability under this Limited Warranty is limited, at Guardian’s exclusive option, to Guardian replacing the Product without charge at original point of delivery or, in the alternative, a refund of 100% of Guardian’s original net selling price. This Limited Warranty does not cover labor or any other replacement costs. The warranty period for any replacement Product extends only to the remaining warranty period on the original Product. Guardian reserves the right to inspect any Product that is alleged to be defective prior to its disposal or removal from the fabrication location.

CONDITIONS THAT WILL VOID THIS LIMITED WARRANTY

1. The Product is broken or fractured.
2. The Product is stored, processed, installed, cleaned, or otherwise handled contrary to Guardian’s written instructions and published User’s Guides, Product Application Notes, or other guidelines, which are incorporated by reference into this Limited Warranty, or to applicable industry standards.
3. The Product is discarded or destroyed before reasonable opportunity for inspection by Guardian.
4. The Product is damaged not due to any fault of Guardian, including for example by abnormal weather conditions; faulty installation, building construction or building design; exposure to acids, alkalis, or incompatible cleaning materials such as corrosive or abrasive compounds; or contact with abrasive items.

EXCEPT FOR THE EXPRESS LIMITED WARRANTY DESCRIBED ABOVE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AND THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCT OR ANY PART OR COMPONENT THEREOF AND NO WARRANTY SHALL BE IMPLIED BY OPERATION OF LAW OR OTHERWISE. IN NO EVENT SHALL GUARDIAN BE LIABLE TO ANY PERSON OR ENTITY FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR CHARGES FOR ANY REASON, EVEN IF SUCH DAMAGES OR CHARGES ARE FORESEEABLE OR GUARDIAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CHARGES.

No variation or change from this Limited Warranty will be binding upon Guardian Glass, LLC unless made in writing specifically referencing this Limited Warranty and signed by an officer of Guardian Glass, LLC.