

MINNEAPOLIS GLASS CO. ONE YEAR LIMITED WARRANTY

Minneapolis Glass Co. (“MGC”) provides a Limited Warranty on the products it sells and on the services it provides. This Limited Warranty forms part of all MGC transactions. The precise terms of the Limited Warranty applicable to a transaction depend on whether the transaction involves a purchase of MGC products, a purchase of MGC services, or both. The specific Limited Warranties appear in Sections 1, 4 and 6 below. If MGC does not install a product sold by it, or if it provides only services, the MGC Limited Warranty runs exclusively to the entity who directly purchased the product or services from MGC. If the end user of the product is not the direct purchaser, the end user must obtain warranty protection from the purchaser or others. However, if MGC installs the products it sells, the MGC Limited Warranty on its products and services applies to the end user, as well.

1. **Warranty of Products/No Installation.** MGC warrants to the *direct purchaser* of its products that its products will be free from significant defects in materials or workmanship for a period of one (1) year from the date the product is sold by MGC to the purchaser. The remedies available if this warranty is breached are described in Section 3. In some cases, MGC will be re-selling a product which has a manufacturer’s warranty that MGC can pass along to the ultimate purchaser of the product. If that is the case (and the claim is unrelated to any modifications or improvements made by MGC to the manufacturer’s product), the manufacturer’s warranty will supercede MGC’s warranty and purchaser must address warranty claims to the manufacturer. MGC will use good faith efforts to provide to purchaser information about manufacturer warranties. However, purchaser should specifically check with MGC to determine existence and extent of manufacturer warranty.
2. **Exclusions From Coverage.** Regardless of whether or not MGC installed the product, MGC’s product warranty is voided if a product sold by MGC, or the end product of MGC’s services, has been materially modified or misused after sale by MGC, or if the product or end product of services has not been properly maintained. In the case of MGC’s mirrors, MGC publishes specific instructions on installation and cleaning of its mirrors. Failure to follow those instructions will void this Limited Warranty.
3. **Remedies For Product Warranty Claims/No Installation.** A claim based on this Limited Warranty must be submitted in writing and must include proof of purchase of the product or service from MGC. Purchaser shall notify MGC of a warranty claim immediately after discovery of the defect which triggers the claim. Warranty claims should be sent to:

Minneapolis Glass Co.
Attn.: Warranty Claims
14600 - 28th Avenue North
Plymouth, MN 55447
Fax: (763) 559-8816
E-mail: info@minneapolisglass.com

In addition, the claimant should call its contact at MGC ((763) 559-0635). If MGC determines that a Section 1 warranty claim is valid, MGC will, at its option, either replace the defective product or refund to purchaser the amount paid by purchaser for the product. This is purchaser’s sole remedy for a claim under the Limited Warranty contained in Section 1. Unless MGC installed the product, purchaser will be responsible for any labor costs associated

with replacement. The Disclaimer and Limitation of Liability provisions set out in Section 7 of this Limited Warranty are also relevant to the remedies available if there is a warranty claim.

4. **Warranty of Products/Installation.** If MGC installs the products it sells, MGC warrants to *the purchaser of its products and to the owner of the building in which MGC's products are installed* that the products will be free from significant defects in materials or workmanship for a period of one (1) year and that during that same one (1) year period that products will not fail because MGC failed to install those products in a reasonably competent fashion. As noted in Section 1, there may be instances in which a manufacturer's warranty has application. In those cases, MGC will facilitate resort by the purchaser or owner to the manufacturer's warranty. The Section 2 Exclusions apply with equal force to this Limited Warranty.

5. **Remedies for Product Warranty Claims/Installation.** Claims under the Limited Warranty contained in Section 4 must be made in the manner described in Section 3. If MGC determines that a Section 4 warranty claim is valid, MGC will replace or repair the defective product at no cost to the purchaser or to the owner or, if effective repair or replacement is determined to be impossible, will refund the amount paid to MGC for the product and the installation thereof. This is the sole remedy available to purchaser and owner. The Disclaimer and Limitation of Liability provision set out in Section 7 of this Limited Warranty are also relevant to the remedies available if there is a warranty claim.

6. **Warranty of Installation (Only) and Remedies.** In those cases in which MGC provides installation or other services but does not sell products being installed, MGC warrants to the *direct purchaser* of the services that for a period of one (1) year from the date of the services, the end product of MGC's services will not become defective because MGC failed to provide its services in a reasonably competent fashion. Section 2 Exclusions apply with equal force to this Limited Warranty.

Claims made under the Limited Warranty contained in this Section 6 must be made in the manner described in Section 3. If MGC determines that a Section 6 warranty claim is valid, MGC will, at its option, repair the defect, reinstall the product, or refund to the purchaser the amount paid for services which resulted in the claim. This is the sole remedy available to purchaser. The Disclaimer and Limitation of Liability provisions set out in Section 7 of this Limited Warranty are also relevant to the remedies available if there is a warranty claim.

7. **Disclaimer and Limitation of Liability.** The Limited Warranties contained above are the only warranties, express or implied, provided by MGC. To the extent permitted by state law, MGC SPECIFICALLY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event, be it for breach of warranty, breach of contract, negligence, or any other reason, shall MGC be liable to the purchaser, building owner, or any other beneficiary of MGC's products or services for consequential, incidental, or indirect damages of any kind, including but not limited to loss of use, loss of value, delay, mold remediation, personal injury, or lost profits damages. MGC's total liability for any products or services provided by it shall not exceed amount paid to MGC for such products or services.