

SAGE ELECTROCHROMICS, INC. LIMITED WARRANTY

WHO AND WHAT IS COVERED

Subject to the terms, limitations and exclusions of this limited warranty, 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") the Products manufactured by SAGE for the specified Warranty Period and for the following Warranted Conditions.

PRODUCT	WARRANTY PERIOD FROM THE DATE OF MANUFACTURE [^]	WARRANTED CONDITIONS
SageGlass® Insulating Glass Units (the "IGUs") installed in non-sloped glazing*	10 years	The IGU 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.
SageGlass® Insulating Glass Units (the "IGUs") installed in sloped glazing*	5 years	The IGU 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.
SageGlass® electrochromic coated glass	5 years	The electrochromic coated glass will be free from defects in material or workmanship, resulting in failure to tint.
SageGlass® Controls ("Controls")	5 years	The Controls will be free from defects in material and workmanship.
Laminated glass containing the SageGlass® coated lite and the SentryGlas® interlayer	5 years	The laminated glass containing the SageGlass coated lite and SentryGlas interlayer will be free from lamination defects that materially obstruct vision through the glass, including edge separation or delamination.
All other laminated glass products not referenced above	5 years	The laminated glass will be free from lamination defects that materially obstruct vision through the glass, including edge separation or delamination.

[^] The Date of Manufacture shall be the last ship date of the glass order.

* The relevant warranty shall be valid only if IGUs in which capillary (vent) tubes installed by SAGE, due to 'high altitude' application or air shipment, are properly installed and sealed.

Should the Customer believe that a Warranted Condition, as described above, arises and provides notice to SAGE before the end of the applicable Warranty Period and SAGE determines the existence of such Warranted Condition, SAGE, at its exclusive option, will offer one of the following remedies:

- (a) Provide the Customer a replacement Product, at no charge for the Product;
- (b) Repair the defective Product at SAGE's sole expense; or
- (c) Refund the original purchase price of the Product SAGE determines to be defective.

In no event will SAGE's liability exceed the original purchase price of the product SAGE determines to be defective.

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 Warranty Period. These remedies are the exclusive remedies available to the Customer.

SAGE reserves the right to inspect in the field any warranty claim.

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 Insulating 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 insulating glass unit by gaskets or other fastening systems." Failure to follow these guidelines may result in irreparable damage to the insulating glass units and will void this limited warranty.

LIMITATIONS AND EXCLUSIONS

This limited warranty does not cover:

- The repair or replacement of Products that are improperly stored or transported (including loading and unloading);
- 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, setting blocks, lubricants, insulation or any other materials;
- 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 faulty installation or building construction;
- 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;
- Damage or failure of the Product due to scratches or abrasions to the Product;
- Damage or failure of the Product due abnormal weather conditions;
- Damage caused by cleaners, solvents, acids, alkalis, or any other chemical used on or around the Product;
- Damage to the interlayer caused by corrosive materials, including but not limited to sulfur and chlorine;
- Damage due to improper design;
- Damage due to errors in provided specifications;
- Damage or failure due to circumventing the Automatic Time Out function;
- 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;
- 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;
- In Structural glazing systems, the structural glazing designer is responsible for design of the structural glazing support system including structural silicone joint dimension (glass to metal support). SAGE assumes no responsibility for adhesive or cohesive failure of structural seals;
- Product in which capillary (vent) tubes are installed by someone other than SAGE; or Laminated glass where the interlayer of glass is persistently exposed to moisture at the edge and absorbs moisture resulting in discoloration at the edge and perimeter of the product ("Edge Blush").

Unless modified in writing signed by an officer of SAGE, this limited warranty is the only express warranty (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. This limited warranty is provided to SAGE's direct customers or to the OEM and does 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 labor, materials, 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 liability shall in all instances be limited to the original purchase price 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. Further, the warranty of the replacement Product will be limited to the remainder of the warranty period of the original Product. SAGE does not warrant these Products will be free from infringement or violation of any rights, including intellectual property rights, of third parties.

WHAT THE CUSTOMER MUST DO FOR WARRANTY SERVICE

All requests for warranty service should be directed to, attention: Architectural Solutions Manager, SAGE Electrochromics, Inc., Two Sage Way, Faribault, MN 55021. All claims must be made in writing before the end of the applicable 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. This limited warranty does not include the recovery of 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.



SAGE Electrochromics, Inc.

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