



LIMITED WARRANTY AND REMEDY

This is to certify that NI Steel Corp. or its applicable affiliate or subsidiary selling the product ("Seller") warrants to its Customers and all subsequent purchasers and owners of the project incorporating Seller products (hereinafter "Customer(s)"), subject to every term, condition and limitation stated herein, that the products supplied by Seller shall be free from material defects, in material and workmanship, for a period of five (5) years from the date of substantial completion of the project, provided however, that the Limited Warranty shall begin in no event later than six (6) months from the date of shipment by Seller for the start of the warranty period hereunder.

This limited warranty ("Limited Warranty") applies only if Seller's products are installed and maintained according to Seller's recommended practices and installation instructions, and only to defects appearing within two (2) years from substantial completion of the project and only if Seller is notified in writing within sixty (60) days after such defects either (i) appears or (ii) should have been discovered after the exercise of reasonable diligence. Failure of the claiming party to notify Seller within such period shall automatically relieve Seller of any and all responsibility and/or liability under this Limited Warranty.

THE WARRANTIES SET FORTH IN THIS LIMITED WARRANTY AND REMEDY ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR OTHER AGREEMENTS EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WHICH ARE HEREBY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Limited Warranty does not cover, and Seller hereby disclaims all liability for, the installation of Seller products, any particular application or selection of the product for any particular project or design, any parts, gaskets, glazing materials, components or sealants of other manufacturers used with Seller products, or any lack of performance of Seller products attributable to such items.

SELLER PRODUCTS ARE PRODUCED FOR

COMMERCIAL APPLICATIONS. THIS WARRANTY DOES NOT COVER, AND SELLER HEREBY DISCLAIMS ALL LIABILITY FOR, ANY PRODUCTS USED IN RESIDENTIAL INDIVIDUAL DETACHED SINGLE FAMILY DWELLINGS, ANY PRODUCTS WHICH HAVE BEEN SUBJECT TO ABUSE, ALTERATION, NEGLIGENCE, MISUSE, ABNORMAL USE, ACCIDENT, FIRE, WAR, FLOOD, EARTHQUAKES, ACTS OF GOD, OR TO WHICH PARTS, NOT SUPPLIED BY SELLER HAVE BEEN ADDED, OR TO DEFECTS CAUSED BY DEPRECIATION OR NORMAL WEAR. All decisions regarding the existence of defects in material and workmanship and the occurrence of any of the matters described in the preceding paragraphs or affecting this Limited Warranty shall be made by Seller and shall be final and binding upon all parties.

The sole and exclusive remedy with respect to this Limited Warranty or with respect to any other claim relating to defects or any other condition or use of the products supplied by Seller, however caused, and whether such claim is based upon breach of representation, warranty, condition, contract (fundamental or otherwise), tort (including negligence), strict liability, or any other theory is limited to, at Seller's option, repair or replacement of such products or repayment by Seller of the purchase price paid for it. The remedy with respect to claims made relating to Seller frames excludes the replacement of glass, gaskets, hardware, door, temporary enclosures or any related labor or installation costs. In no event does Seller's warranty cover the cost of labor or sundry materials required to remove and/or replace any defective product.

The products repaired, replaced, or otherwise restored shall be warranted to the same extent and to the expiration date from the original date of shipment, and this Limited Warranty shall not be deemed to have been extended from the date of such warranty work. At no time does this Limited Warranty confer upon the claiming party or any other party the right to proceed with repair, replacement, or restoration, without written notice and agreement by a duly authorized officer of Seller. Any such work undertaken by the claiming party or any other party shall be for the claiming party's own account and shall result in this Limited Warranty becoming null and void.

SELLER'S AGGREGATE TOTAL CUMULATIVE LIABILITY UNDER THIS LIMITED WARRANTY IS LIMITED TO THE DOLLAR AMOUNT OF THE PURCHASER'S ORIGINAL PAYMENT MADE TO SELLER FOR PRODUCT

FURNISHED BY SELLER ONLY. IN CONSIDERATION OF THIS LIMITED WARRANTY, SELLER SHALL NOT BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR GOODWILL, DAMAGES FOR NEGLIGENCE IN THE MANUFACTURE, DESIGN, OR INSTALLATION OF THE PRODUCTS, OR OTHER COMMERCIAL LOSS OR INJURY.

This is the only warranty made in the connection with the sale and distribution of the Seller Products. No representative or any other person is authorized to make or makes any warranty, representation, or promise with respect to the Seller Products. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding on Seller unless made in writing and signed by a duly authorized officer of Seller.

Laws and building and safety codes governing the design and use of glazed entrance, windows, and curtain wall products vary widely. Seller does not control the selection of product configurations, operating hardware, or glazing materials and assumes no responsibility therefore.

All notices given under or pursuant to this Limited Warranty shall be in writing and sent by registered mail, postage paid, and with return receipt request, to the party to whom such notices is to be given. All such notices as set forth above shall be considered served when received.

Project address: _____

Warranty holder: _____

Substantial completion date: _____

Signature: _____

Date: _____