



Architectural Hardware Warranty

Dear Client,

The warranty information below outlines the terms, conditions, and limitations for the warranty on Brick Glass Architectural Hardware. All products sold are warranted to be free from defects in workmanship and materials for the duration specified below. These warranties are extended only to Brick Glass distributors and the first purchaser of the products for purposes other than resale (collectively, the "Buyer").

It is the Buyer's responsibility to determine the suitability of Brick Glass products or materials for their intended use, and the Buyer assumes all risks and liability associated with their use or inability to use the products. Additionally, the Buyer agrees to accept shipments with the understanding that Brick Glass's liability does not exceed the invoice value of the merchandise shipped. Any representations, warranties, or promises inconsistent with or in addition to the warranties provided herein are unauthorized and not binding upon Brick Glass.

No salesperson, agent, employee, or representative of Brick Glass is authorized to modify or extend the terms of this warranty. All warranty claims are subject to inspection by Brick Glass prior to providing any resolution for the claim.

Brick Glass warrants that for a period of two (2) years following the invoice date, its Architectural Hardware will be free from material defects and defects in workmanship. Brick Glass further provides a one (1) year warranty on all powder-coated finishes for Architectural Hardware, provided they are properly maintained, against defects in workmanship under normal wear and use. All materials must be inspected and deemed defective by Brick Glass before any remedy is provided.

This warranty does not apply if, upon inspection, it is determined that the Architectural Hardware was improperly installed or maintained.

The sole obligation of Brick Glass under this warranty is limited to either refunding the purchase price or providing a replacement for the defective Architectural Hardware within the warranty period. The refund or replacement constitutes the full extent of Brick Glass's liability and obligation. No additional remedies are available.

This warranty is exclusive, and Brick Glass makes no other warranties, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. Under no circumstances shall Brick Glass be liable for indirect, special, incidental, consequential, or exemplary damages (including, but not limited to, lost profits), regardless of the legal theory (e.g., contract, negligence, strict liability, or warranty) under which such damages are claimed.

As Brick Glass has no control over the conditions under which its products are used, it specifically disclaims any warranty regarding the adequacy or sufficiency of any advice or recommendations provided to the Buyer. Brick Glass shall not be bound by any agreements made between the Buyer and third parties.

With much respect,

Christopher J. Kinsella
General Manager of Brick Glass