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August 24, 2017

DELIVERED BY EMAIL TO [REDACTED]

[REDACTED]
The Netherlands

Attention: [REDACTED]

Dear Mr. [REDACTED]

Re: [REDACTED] – Warranty Review re Panes of Broken Glass

We act on behalf of ECO Insulating Glass Inc. (“ECO”) and have been provided with copies of your correspondence with Glenn McEachern, Vice President - Sales at ECO.

In addition, we have had the opportunity to review the engineering report prepared in respect of the glass panes purchased from ECO.

We enclose herewith a copy of ECO’s Limited 20 Year Warranty provided by ECO with all of its sales of glass.

The first paragraph of the Warranty limits the Warranty to deterioration of the film suspended between the two panes, or the formation of dust or condensation of the unit due to seal failure or faulty manufacturing.

Aside from this very Limited Warranty, ECO makes no other representations or warranties, implied or actual, with respect to the products and, in particular, no responsibilities or warranties as to the products’ fitness for any particular purpose.

The Warranty goes on to confirm that ECO assumes no responsibility for:

1. Glass breakage from any cause.....; and
5. Units retrofitted with any type of solar film or tinted film or any other added covering to the original glass surface.

We have inspected the unit you shipped to ECO for review and note that your complaint is in respect of the breakage of the glass and that, in addition, the glass had an added covering to the original glass surface.

As such, the products supplied are exempted from any Warranty coverage. The glass breakage is excluded from coverage, and the glass was covered with a non-factory covering and excluded from coverage.

Accordingly, your glass is not covered by the Warranty and ECO has no obligation pursuant to the Warranty or otherwise to replace the glass.

If you have any further questions, please contact the writer directly.

Yours truly,


STEPHEN WALTERS

SDW/sa

Encl.

c: client



« Limited 20 Year Warranty »

For twenty (20) years from date of production, subject to the restrictions set forth below, ECO Insulating Glass Inc. guarantees to its immediate client insulated glass units against deterioration of the Heat Mirror film or formation of dust or condensation on the interior surfaces of the unit due to seal failure or due to a faulty manufacturing of the unit by ECO Insulating Glass Inc.

Other than the foregoing, ECO Insulating Glass Inc. makes no other implied representation or warranty of any kind with respect to the its products, merchantability, fitness for particular purpose or use of its products, or any other matter.

In particular, ECO Insulating Glass Inc. assumes no responsibility for:

- glass breakage from any cause
- failure to follow proper and correct shipping , handling, storage, installation and removal of a unit.
- damage to the product during handling, storage and installation or at any other time.
- failure of the products on account of faulty installation, faulty building construction or design, excessive building movement, or removal of the products after original installation.
- units retrofitted with any type of solar film or tinted film or any other added covering to the original glass surface.

NOTE: Glass units with "overlapped" glass edges are guaranteed for a period of 5 years, conditional to being silicone-sealed by ECO.

ECO's obligation under this warranty is limited to replacement of the unit or reimbursement of the original purchase price for the unit only. In the event that the products fail to conform to the ECO Insulating Glass Inc. warranty described above, ECO Insulating Glass Inc. will, at its discretion, furnish the purchaser with a replacement, f.o.b. ECO Insulating Glass Inc. factory, or credit the original purchase price of the product after inspection of the failed product. ECO will bear no other expense costs or disbursements including and not limited to labor cost of any kind.

This warranty is valid only for products that have been paid for in full.

SPECIFIC CONDITIONS:

This warranty carries full coverage for the first ten (10) years and is then pro-rated by a 10% per year reduction in coverage until the 20th full year. *

The value of the warranty is calculated with the authorized dealer price at time of replacement. The "in effect" date used is the ECO Insulating Glass Inc. production sheet date.

* Example: Units purchased in June 10th of 2009 are covered 100% until June 10th of 2019, and from then on they are covered 90% until June 10th of 2020, 80% until June 10th of 2021, and so forth.