

SK1N Cladding System

50-YEAR LIMITED WARRANTY

WARRANTY COVERAGE

Glen-Gery Corporation (hereinafter, "Glen-Gery") warrants to the original Owner, subject to the terms and conditions hereafter described, that its SKIN Cladding System (the "System"), including cladding steel frame components, will be free from defects in material and workmanship during the warranty period set forth herein. If Glen-Gery verifies, in its discretion, such a defect in material and workmanship exists during the warranty period, Glen-Gery will pay the cost of new System products to replace any defective System products, or refund the amount paid by the original Owner to purchase the defective System products, at Glen-Gery's discretion, reduced in accordance with the Warranty Coverage Schedule below.

WARRANTY PERIOD AND TRANSFERABILITY

Subject to the limitations set forth herein, this Warranty is effective for a period of fifty years, beginning on the date of the original Owner's purchase of the System, and is prorated according to the Warranty Coverage Schedule below. Also, this Warranty will not be terminated due to the sale of the building where the System is installed (the "Building") by the original Owner, if the purchase of the Building is within five (5) years after the date of the original Owner's purchase of the System, and the transfer of the Warranty is made within six (6) months of such purchase. To transfer this Warranty to a second owner (the "Transferee"), the original Owner must follow the Transfer Instructions below or the transfer will not be effective. This Warranty is not transferable to anyone except than to the initial Transferee, nor outside the time limits set forth herein.

WHAT IS NOT COVERED

This Warranty does not cover any defects other than defects in workmanship or materials. The System is designed solely for use with S. Anselmo Clay Cladding Tiles and so this Warranty is not effective if any other bricks or tiles are used. The S. Anselmo Clay Cladding Tiles (the "Tiles") are separately warranted by S. Anselmo and that warranty is the sole warranty for such Tiles. Glen-Gery does not warrant against defects, or guarantee any performance, color, or aesthetics of the S. Anselmo Tiles. Without limiting the foregoing, this Warranty does not apply in the following cases:

- Negligent or improper design or installation, or design or installation not done in strict adherence to Glen-Gery written instructions.
- Conditions or damage caused by normal wear and tear.
- Conditions or damage caused by alterations or repairs other than by Glen-Gery, or as approved in writing by Glen-Gery.
- Conditions or damage caused by factors outside the reasonable control of Glen-Gery, including but not limited to weather or climate conditions or Acts of God, or the exposure to materials and chemicals not manufactured or supplied by Glen-Gery, such as mortar, paint, coating, solvent, cleaner, or caulking.
- Defects in, failure of, or damage to the building or any wall, structure, or material on which the components of the System are installed or dependent.
- Failures or damages caused by improper design, construction, or maintenance of the supporting wall system, including but not limited to: improperly insulated or waterproofed walls or portions of walls; inability of the wall to resist loads as required by International Building Code (IBC); or, any failure to comply with any other applicable building code.
- Conditions or damage caused by improper maintenance or cleaning, abuse, misuse, or neglect.

LIMITED WARRANTY DISCLAIMER

THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE SYSTEM. GLEN-GERRY DISCLAIMS ALL OTHER REPRESENTATIONS AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ALL WARRANTIES OF PERFORMANCE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. GLEN-GERRY EXPRESSLY DISCLAIMS ALL LIABILITY FOR INCIDENTAL, INDIRECT, SPECIAL, AND CONSEQUENTIAL DAMAGES RESULTING FROM A BREACH OF THIS WARRANTY, INCLUDING BUT NOT LIMITED TO DAMAGE TO THE OWNER'S BUILDING, LABOR OR MATERIAL COSTS ASSOCIATED WITH REPLACEMENT OF DEFECTIVE COMPONENTS, DISRUPTION TO BUSINESS, DIMINISHMENT OF PROPERTY VALUE, AND DAMAGE TO PERSONS AND PROPERTY CONTAINED IN THE BUILDING WHERE THE SYSTEM IS INSTALLED. SOME STATES DO NOT ALLOW LIMITATIONS ON INCIDENTAL AND CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. NO PERSON HAS THE AUTHORITY TO ENLARGE, AMEND, OR MODIFY THIS LIMITED WARRANTY AND GLEN-GERRY HEREBY DISCLAIMS ANY SUCH MODIFICATION. IF ANY TERM CONTAINED IN THIS WARRANTY IS ILLEGAL OR INVALID FOR ANY REASON, THE ILLEGALITY OR INVALIDITY SHALL NOT AFFECT THE LEGALITY OR VALIDITY

OF THE REMAINDER OF THIS WARRANTY. THIS WARRANTY IS NOT A WARRANTY THAT PROMISES OR EXTENDS TO FUTURE PERFORMANCE BECAUSE THE WARRANTY DOES NOT MAKE A REPRESENTATION ON HOW THE SYSTEM WILL PERFORM IN THE FUTURE BUT INSTEAD REPRESENTS ONLY WHAT THE REMEDY WILL BE IF A DEFECT EXISTS.

HOW TO MAKE A CLAIM UNDER THIS WARRANTY

In the event the original Owner discovers a manufacturing defect covered by this Warranty, the original Owner must notify Glen-Gery and the selling Distributor in writing of the defect no later than thirty (30) days after the defect is discovered. The written notice must contain the following information:

- The original Owner's name, address and telephone number;
- A copy of your installation contract and purchase order for the System, or other proof of the date of purchase and installation;
- A detailed description of the defect and resulting damage, including photographs and drawings of the defect and damage; and,
- Proof of ownership of the property.

The notice to Glen-Gery should be sent by U.S. mail postage prepaid or be delivered to:
1166 Spring Street, Wyomissing, PA 19610.

If after receipt of your notice Glen-Gery determines that components of the System are defective, Glen-Gery will do one of the following, as determined in its sole discretion: (a) provide a replacement of defective components; or, (b) refund the original amount paid by you to purchase the defective components. In the event of a replacement, this Warranty will apply to the replacement components for the balance of the Warranty Period in effect at the time of replacement. This Warranty does not include coverage for labor or incidental material costs to remove or replace defective components.

LEGAL REMEDIES

EXCLUSIVE JURISDICTION FOR DECIDING LEGAL DISPUTES RELATING TO ALLEGED BREACH OF EXPRESS WARRANTY AND BREACH OF IMPLIED WARRANTIES ARISING BY OPERATION OF LAW AS WELL AS THOSE RELATING TO REPRESENTATIONS OF ANY NATURE RESTS IN THE COURTS OF RESIDENCE OF GLEN-GERY, NAMELY BERKS COUNTY, PENNSYLVANIA. ALSO, THIS LIMITED WARRANTY SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. ANY AND ALL CLAIMS, CONTROVERSIES, AND CAUSES OF ACTION ARISING OUT OF RELATING TO THIS LIMITED WARRANTY, WHETHER SOUNDING IN CONTRACT, TORT, OR STATUTE, SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, INCLUDING ITS STATUTE OF LIMITATIONS, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW RULE THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

WARRANTY COVERAGE SCHEDULE

50-YEAR WARRANTY COVERAGE SCHEDULE:

Years after Installation	Prorated Share of Warranty Obligations
0-12 Months	100% of cost
Years 2-50	2% reduction each year

WARRANTY TRANSFER INSTRUCTIONS

To transfer this Warranty to a purchaser of the Building, the original Owner must: (1) fill in the information below; (2) sign and date this Warranty Transfer below; (3) deliver this Warranty (including the signed Warranty Transfer below) to the new Owner(s) along with a copy of your original purchase order; and, (4) within six (6) months after you transfer the Building, mail a copy of this signed Warranty Transfer to Glen-Gery at 11166 Spring Street, Wyomissing, PA 19610. This Warranty may be transferred one-time only.

WARRANTY TRANSFER:

Original Owner(s): _____
Effective upon title transfer hereby transfers this Warranty to
New Owner(s): _____
With respect to the property located at
Property Address: _____
Signature(s) of
Original Owner(s): _____
Date: ____/____/____

