

Transit Safety Products Limited Warranty



1. What NASG Holdings Inc. Warrants.

Subject to the terms and conditions of sale, including any terms and conditions set forth by NASG Holdings Inc. ("NASG" or "us" or "we") in any applicable ordering document (collectively, the "Terms") for safety laminated glass for transit applications products purchased by the purchaser ("you" or "Purchaser") from NASG (the "Products"), NASG represents and warrants:

- (a) The Products will be delivered within the inspection criteria and/or quality specification.
- (b) Except as set forth in any Terms, the Products are free from any legal security interest, lien or encumbrances known to the NASG at time of sale.

The Purchaser, its specifiers, design professionals, assignees, agents, or owners of record, each acknowledge no reliance upon NASG, its officers, agents or any employee for determination or recommendation regarding the suitability, compatibility or intended use of NASG Products and that such determination shall be incumbent upon the Purchaser. Notwithstanding anything to the contrary herein, NASG makes no warranties, and hereby disclaims all warranties, regarding any components or products or services provided by any third parties, including without limitation NASG's third party suppliers.

The sole responsibility of NASG shall be that it will manufacture the Products in accordance with its published specifications and that the Products will be free from material defects in material and workmanship. NASG's liability for breach of an express warranty shall exist only if the Products are installed, started in operation, and tested and used in strict conformity with NASG's published instructions and any use limitations or restrictions provided by NASG, including without limitation those listed in Section 3. NASG expressly excludes any warranty whatsoever concerning Products which have been subject to misuse, negligence, or accident, or altered or repaired by others than NASG or NASG's duly authorized agent. This warranty is expressly made in lieu of any and all other warranties, express or implied. Except as otherwise set forth herein, NASG warrants that the Products shall substantially conform to the warranties in this Section 1 for a period of 24 months from the date of installation; provided that it shall not exceed thirty-six months from the date of manufacture of the Product by NASG (the "Warranty Period").

2. This Limited Warranty Is Conditional.

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 1, THE PRODUCTS ARE PROVIDED "AS IS" (WITH ALL FAULTS) AND THE ENTIRE RISK AS TO SATISFACTORY PERFORMANCE, ACCURACY, AND EFFORT IS WITH PURCHASER. ALL OTHER WRITTEN, ORAL, STATUTORY EXPRESS OR IMPLIED WARRANTIES BY ANY AGENT, REPRESENTATIVE OR EMPLOYEE OF NASG INCLUDING, BUT NOT LIMITED TO, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR MERCHANTABILITY IS EXCLUDED. NASG DOES NOT WARRANT THAT PRODUCTS WILL BE FREE FROM DESIGN DEFECTS OR ERRORS. THERE ARE SOME STATE LAWS THAT DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES AND THE AFOREMENTIONED LIMITATION MAY NOT APPLY TO YOU. NASG SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INJURIES OR DEATH ARISING FROM THE USE OF ANY NASG PRODUCT WHETHER A CLAIM FOR DAMAGES IS BASED UPON DESIGN OR MANUFACTURING DEFECT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. UNDER NO CIRCUMSTANCES SHALL NASG'S TOTAL CUMULATIVE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS EXCEED THE ORIGINAL PURCHASE AMOUNT OF ANY PRODUCTS PURCHASED BY PURCHASER OVER A 12 MONTH PERIOD. NASG DISCLAIMS ALL LIABILITY OF ANY KIND OF NASG'S SUPPLIERS AND LICENSORS. SOME STATES DO NOT ALLOW EXCLUSIONS OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT BE APPLICABLE.

This Limited Warranty is provided to the original Purchaser only, and applies to Products sold within North America. This Limited Warranty may not be modified, except by an officer of NASG in writing under notary seal. This Limited Warranty is non-transferable

and is invalid in the event NASG does not receive full payment as agreed to in the terms of sale.

3. Exclusions to the Warranty.

The Limited Warranty excludes, and NASG is not liable in any way for any warranty claims related to:

- (i) Damage resulting in breakage (including without limitation spontaneous breakage, accidental breakage or breakage by any other means) of a Product or any component part;
- (ii) Failure of Product caused by abuse, improper cleaning, mishandling, or improper installation, including but not limited to improper mounting or fastening of Product to or within framing or other materials, inadequate edge engagement, use of fasteners of insufficient size to withstand design impact, use of sealants or other chemical materials which are incompatible with good glazing practice, or installation that allows the edge of the Product to be in contact with moisture or water;
- (iii) Failure of Product which has been exposed to (a) temperatures below -30 F (-30 C) or above 165 F (74 C); (b) corrosive chemical agents;
- (iv) Failure of Product caused by heat trapped on the glass surface, whether resulting from covering the glass with paper, paint or reflective-type covers, or any other cause;
- (v) failure of Product caused by improper storage, including but not limited to not storing Product in its original packaging and not storing Product in a dry and ventilated room. (Room temperature between 32 – 86 F (0 – 30 C)).
- (vi) Quoted lead times, ship dates, normal wear and tear, abuse, exposure to weathering, product modification or alteration, improper design, faulty installation;
- (vii) Failure to comply with technical documents, written instructions, applicable code, state and Federal regulations, or failure to seek or exercise reasonable engineering support and judgment.
- (viii) Force Majeure including but not limited to, earthquake, hurricane, tornado, flooding, or other disasters natural or man-made. Civil unrest, strikes, declared or undeclared war, or lack of performance by, or discontinued product of, supply chain partners whose products, software, operations or management is beyond the control of NASG.

4. Purchasers Sole Remedy.

NASG's sole obligation, and Purchaser's exclusive remedy (including any entity or person claiming by or through Purchaser) in the event of breach of warranty or product defect shall be, in NASG's sole discretion, that NASG shall repair or replace such NASG Product [(FOB Trumbauersville, PA, USA)], or refund the purchase price for such Product. Any Products replaced under the terms of this Limited Warranty will be covered under the terms and balance of the duration of the original Limited Warranty for such Product. In no event shall NASG be liable or responsible for any labor costs or other expenses incurred in connection with the installation of the Product, removal of defective Product, or installation of replacement Product. NASG reserves the right to discontinue or modify any of its Products without giving notice. If NASG replaces any Product under this warranty, it may substitute products that are designated by NASG to be of comparable quality in the event the Product initially installed has been discontinued or modified.

5. Filing a Claim.

All claims must be filed in writing to NASG Holdings Inc., 2175 Kumry Road, PO Box 70, Trumbauersville, PA 18970-0070, and ATTN: Customer Service within 30 days of discovery of a defective product, but in no event later than thirty days after the end of the Warranty Period (the "Warranty Notice Period"). Warranty claims made after the Warranty Notice Period are null and void and NASG shall have no responsibility with respect to such claims. Please provide proof of purchase, and current location of product in any claims filing. No repair or replacement will begin, other than substitution for sampling, until satisfactory determination of cause is established by NASG. The Purchaser may be required to submit a sample of the defective material to NASG for analysis. NASG reserves the right to perform a field investigation of the installation.