



1. Warranties

1.1. Limited Warranty.

1.1.1. Scope. Precise warrants that all Products shall be free from defects in materials and workmanship for a period of fifteen (15) years from the date of delivery of the Product in question to customer. In addition the injection molded frames are warranted for life. A Product shall not be considered defective due to small marks, scratches or spots which do not exceed government specifications DD-G-451D or ASTM C1036 standard specifications for flat glass.

Glass warranty coverage:

0-5 years 100%

6-10 years 75%

11-15 years 50%

1.1.2. Limitation of Remedies for Breach of Warranty. In the event of a breach of the limited warranty set forth in this Section 1.1, customer's sole remedy, and Precise's sole obligation, is limited to the repair or replacement of the Product in question by Precise, at Precise's option. The cost of removing the Product in question and installing the repaired Product or the replacement Product shall be the sole responsibility of customer. The cost of shipping the repaired Product or replacement Product from Precise to customer shall be the sole responsibility of customer. In no event shall Precise be liable for monetary damages with respect to a breach of the warranty set forth in this Section 1.1. The limitations set forth in this Section 1.1.2 shall apply regardless of whether the claim in question is characterized as arising out of breach of warranty, contract, tort, strict liability, statutory liability, and indemnity or otherwise.

1.1.3. Alteration; Abuse. The limited warranty set forth in this Section 1.1 shall be void with respect to any Product which has been: (1) altered by any third party; (2) repaired by other than Precise or a Precise approved contractor; (3) subjected to damage, misuse, abuse, neglect or accident; or (4) damaged by improper installation or application. The limited warranty set forth in this Section 1.1 shall not apply with respect to the fading, yellowing or similar discoloration of any Product which is not painted in accordance with the Product instructions within the first five years following the date of delivery of the Product to customer.

1.1.4. Warranty Claims. A warranty claim under this Section 1.1 must be made in writing by the owner of the Product no later than sixty (60) days after the manifestation of the defect upon which the warranty claim is based. Any warranty claim must be accompanied by adequate proof of purchase of the Product by the person making the claim.

1.2. Patent Infringement.

1.2.1. Warranty. Precise warrants that the Products, and any part of the Products which are manufactured to Precise's design, shall be delivered free of any rightful claim of infringement of any United States patent.

1.2.2. Precise will replace the Products or parts so that they are non-infringing; or (3) remove the Products or parts and refund the purchase price, less reasonable depreciation for any period of use. The remedies set forth in this Section 1.2.3 shall constitute the sole and exclusive remedies of customer in the event of a breach of the warranty contained in this Section 1.2.

1.2.3. Exclusions. The warranty set forth in this Section 1.2 shall not apply to: (1) any Products or parts altered or modified by customer; or (2) the use of any Products in conjunction with any other goods, not manufactured by Precise, which causes the Products to be infringing.

1.3. Exclusive Warranties. THE WARRANTY SET FORTH IN SECTION 1.2, ABOVE, WITH RESPECT TO PATENT INFRINGEMENT, AND THE LIMITED WARRANTY SET FORTH IN SECTION 1.1, ABOVE, ARE THE EXCLUSIVE WARRANTIES GIVEN BY PRECISE WITH RESPECT TO THE PRODUCTS AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, BOTH OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

2. Limitation of Damages

2.1. Exclusion of Certain Types of Damages. In no event shall Precise or Precise's employees, officers, directors, representatives, affiliates and/or agents be liable for consequential, incidental or punitive damages incurred by customer or any third party in connection with any matter arising out of relating to a Product or to this Contract, or the breach thereof. Such limitations shall apply regardless of whether such damages are characterized as arising out of breach of warranty, tort, contract, strict liability statutory liability, and indemnity or otherwise. Such limitations shall apply regardless of whether Precise has been advised or otherwise made aware of the possibility of such damages arising. For purposes of this Section 2.1, consequential damages include, but are not limited to: (1) Property damage arising from or relating to a defect in a Product; or (2) any claims of customers or any third party.

2.2. Limitation on Amount. Notwithstanding any other provision of this Contract, the total liability, in the aggregate, of Precise and Precise's employees, officers, directors, representatives, affiliates and agents to customer or any third party claiming through or under customer for any claims, losses, damages, or costs arising out of or relating to this Contract, or the breach thereof, shall not exceed the total consideration received by Precise from distributor under this Contract for the Product which gives rise to the claim in question. The limitations set forth in this Section 2.2 shall apply regardless of whether the claim is characterized as arising out of breach of warranty, contract, tort, strict liability, statutory liability, and indemnity or otherwise.

