



# BULLET RESISTANT GLASS FOR AUTOMOTIVE USE



WARRANTY IN FORCE AS FROM 01 FEBRUARY 2016

[www.agpglass.com](http://www.agpglass.com)

A close-up photograph of a car's window frame and glass, showing the dark plastic trim and the textured surface of the glass. The image is in shades of blue and grey.

## WARRANTY TERMS AND CONDITIONS

### BULLET RESISTANT GLASS FOR AUTOMOTIVE USE

American Glass Products ("AGP"), subject to the conditions and limitations set forth below, warrants to the buyer ("Buyer") of the Bullet Resistant Glass (the "Product"), and to no other person or entity, that for a period of two (2) years from the date of the invoice, the Product will be free from manufacturing defects (the "Warranty").

In the case that there is a manufacturing defect covered by this warranty the Buyer shall follow the claims procedure set by AGP. The Buyer's sole and exclusive remedy and AGP's sole obligation shall be limited to AGP's option of replacing or repairing the defective Product or to provide a refund of the original purchase price paid by the Buyer. If AGP decides to replace the defective Product, the replacement Product shall be sent and delivered under the previously agreed to commercial conditions.



## LIMITED WARRANTY

### WARRANTY SHALL NOT COVER:

- (a). Product defects caused by improper storage, cleaning, and/or installation, use of sealants, adhesives, reflective films, or other materials not compatible with the Product; and/or handling contrary to the conditions set in the Manual Bullet Resistant Glass Care & Handling Instructions Prior to Installation delivered with the Products, and which Buyer as from this moment acknowledges to understand and accept;
- (b). Scratches, scrapes, or streaks, among other handling defects, which occurred after Product delivery;
- (c). Defects due to Product maintenance, repair, inspection, or alteration by non-qualified persons or entities and/or due to Product modification;
- (d). Product defects or flaws resulting from failure to follow the instructions/precautions set in the Manual Bullet Resistant Glass Care & Handling Instructions Prior to Installation;
- (e). Product performance failures or defects derived from exposure to: (i) temperatures below 0° C or above 40° C; or (ii) corrosive agents;
- (f). breakage caused by reasons other than manufacturing and/or reported three (3) months from the invoicing date;
- (g). delamination except when it (i) becomes evident prior to Product installation; or (ii) affects the visibility to drive the vehicle.

As a result of the foregoing, delamination around the glass edge shall be accepted provided and to the extent that the vehicle may be normally driven and operated. Likewise, Product edge delamination shall not be considered as a manufacturing defect.

The application of the conditions and instructions set in the Manual Bullet Resistant Glass Care & Handling Instructions Prior to Installation is essential for the proper ballistic performance of the Product.

AGP reserves its right to reject claims for defects reported after installing the Product where such defects do not impair visibility and/or functionality. AGP shall not be liable for any costs related to defective Product removal or replacement, or new Product installation, including but not limited to, manpower, technicians' and/or Product transfer; supplies or raw materials, lost profits, commercial name use, lost business, etc. In any case, AGP's maximum liability to Buyer shall be equal to the aggregate price paid by Buyer for the Products.

Furthermore, (i) AGP shall not be liable for any failure that occurs under conditions different from those included in the stated ballistic standard and/or Product characteristics; (ii) AGP does not and will not warrant the ballistic performance if the Buyer has requested AGP to manufacture a product to a specification other than one of the international standards that AGP is certified to manufacture.; (iii) AGP will be released from any liability due to the ballistic performance of the Product once the warranty term is elapsed.

AGP guarantees that the raw materials used in its Products comply with high-quality standards and that they are regularly tested so as to ensure their ballistic performance in accordance with international standards; notwithstanding the foregoing, AGP shall not become liable for the consequences derived from failures that result from the manufacturing process of such raw materials.

In order to meet the operational and availability needs regarding raw materials, AGP reserves its right to stop and amend the Product composition without providing prior notice to Buyer.

This Warranty shall become invalid if the Product is in any manner altered without AGP's written consent.



## OTHER CONDITIONS

AGP submits its Products for testing by industry leading testing facilities for acceptance to the most widely recognized international standards, which validates the capabilities of AGP's Products. However, AGP shall not in any manner be liable to the Buyer and/or third parties for any material and/or personal consequences resulting from acts engaged in by third parties. Nor will AGP be liable in cases resulting from a random and/or unexpected acts and/or acts of nature or that might constitute an Act of God. Moreover, AGP shall not assume any liability when damages caused to Buyer and/or third parties are consequences of the victim's actions alone.

Whereas AGP is not involved in the designing of the system made by the armoring company, corporation contracted by the consumer to armor his vehicle, therefore AGP shall not be liable against the Buyer or Third persons for the performance, design, manufacturing and adaptation of opaque armor designs manufacturing, or fitting or the final armoring project done by the armoring company. The Buyer shall perform its own tests to determine the Product's fitness and good condition for the intended use, as well as for the risk level to which the end user shall potentially be exposed.

The Buyer shall provide the Instructions for the Proper Use and Care of the products to their customers based in the Manual Bullet Resistant Glass Care & Handling Instructions Prior to Installation and the updates that AGP will develop later. In this regard, the Buyer shall inform their Customers the care measures to ensure the best product performance, as well as information on the coverage of the warranty.

In the event of Product resale, regardless of modification or adaptation of the Product, the Buyer shall limit its own liability to its customers to the original purchase price.

Despite meeting the highest standards of production, products protection may be affected by the conditions of raw materials, the ammunition used on the product or by the variability in the production process.

Buyer agrees that AGP shall in no event become liable for third-party claims made for an eventual patent infringement. In this sense, Buyer waives its right to demand or claim any compensation for damages, redress, whichever its nature may be, or recovery from AGP if there is any damage or loss by reason or as a result of an action for patent infringement filed against the Buyer.

This Warranty replaces and supersedes all other warranty, whether written or not, as well as any liability or obligation undertaken by AGP. AGP shall in no case be liable for implied warranties of merchantability or fitness for a particular purpose, or for consequential, indirect, remote, incidental or punitive damages, whichever their nature may be, including but not limited to any damages resulting for contract breach or lost profits or lost business opportunities or reputation damage, or damage to the vehicles, their content, or any person therein.

Any amendment to the terms and conditions of this Warranty shall be made in writing, signed by AGP's authorized representatives.

## HOW TO FILE A CLAIM?

For the purposes of a claim being submitted, the Product must be paid in full. Claims shall be filed directly by the Buyer as stated in the invoice. AGP may (i) request Buyer to send a sample of the defective Product for analysis; or (ii) appoint an officer to visit the Buyer's facilities and determine the cause of the Product damage. Where replacement applies, AGP, at its sole discretion, shall decide the destination of the Product to be replaced. Buyer may not in any manner use or dispose the Product to be replaced.

Any claim to enforce this Warranty shall conform to the terms and conditions contained herein; otherwise, AGP, at its sole discretion, may accept or reject such claim.