



Yamashita Glass Co. Inc. dba TRI-CITY GLASS
22232 S. Avalon Boulevard
Carson, CA 90745-3311
Phone (310) 830-2410 Fax (310) 830-2459
Lic.# 734899

WARRANTY

Yamashita glass Co. DBA Tri-City Glass ONE YEAR LIMITED WARRANTY

Tri-City Glass Co. (“TCG”) provides a Limited Warranty on the products it sells and on the services it provides. This Limited Warranty forms part of all TCG transactions. The precise terms of the Limited Warranty applicable to a transaction depend on whether the transaction involves a purchase of TCG products, a purchase of TCG services, or both. The specific Limited Warranties appear in Sections 1, 4 and 6 below. If TCG does not install a product sold by it, or if it provides only services, the TCG Limited Warranty runs exclusively to the entity who directly purchased the product or services from TCG. If the end user of the product is not the direct purchaser, the end user must obtain warranty protection from the purchaser or others. However, if TCG installs the products it sells, the TCG Limited Warranty on its products and services applies to the end user, as well.

Labor:

Labor installation is limited to installation of our product only. This labor warranty covers only defects in the product or faulty installation. This warranty does not cover breakage or abuse of the product. The length of the warranty varies accordingly to the product installed as follows:

1. New residential windows - one (1) year from the original installation date.
2. Dual pane glass replacement units - (1) year from the original installation date.
3. All glass product sold and installed - (1) year from the original installation date.
4. All window roller and door roller replacement - thirty (30) days from original installation date.
5. Commercial/Resident Glass doors & Shower doors - Any minor adjustments that results from normal wear and tear are covered for a period of - (1) year from the original installation. *This does not include misuse, abuse, structural movement, thermal movement, acts of God, excessive expansion and contraction beyond industry standards.*

1. **Warranty of Products/No Installation.** TCG warrants to the direct purchaser of its products that its products will be free from significant defects in materials or workmanship for a period of one (1) year from the date the product is sold by TCG to the purchaser. The remedies available if this warranty is breached are described in Section 3. In some cases, TCG will be re-selling a product which has a manufacturer's warranty that TCG can pass along to the ultimate purchaser of the product. If that is the case (and the claim is unrelated to any modifications or improvements made by TCG to the manufacturer's product), the manufacturer's warranty will supersede TCG's warranty and purchaser must address warranty claims to the manufacturer. TCG will use good faith efforts to provide to purchaser information about manufacturer warranties. However, purchaser should specifically check with TCG to determine existence and extent of manufacturer warranty.
2. **Exclusions From Coverage.** Regardless of whether or not TCG installed the product, TCG's product warranty is voided if a product sold by TCG, or the end product of TCG's services, has been materially modified or misused after sale by TCG, or if the product or end product of services has not been properly maintained. In the case of TCG's mirrors, TCG publishes specific instructions on installation and cleaning of its mirrors. Failure to follow those instructions will void this Limited Warranty.
3. **Remedies For Product Warranty Claims/No Installation.** A claim based on this Limited Warranty must be submitted in writing and must include proof of purchase of the product or service from TCG. Purchaser shall notify TCG of a warranty claim immediately after discovery of the defect which triggers the claim. Warranty claims should be sent to:

[Yamashita Glass Co. DBA Tri-City Glass](#)

[22232 S. Avalon Blvd. Carson Ca 90272](#)

[Lic# 734899 www.Tricityglass.net](#)

In addition, the claimant should call its contact at TCG (310)830-2410. If TCG determines that a Section 1 warranty claim is valid, TCG will, at its option, either replace the defective product or refund to purchaser the amount paid by purchaser for the product. This is purchaser's sole remedy for a claim under the Limited Warranty contained in Section 1. Unless TCG installed the product, purchaser will be responsible for any labor costs associated with replacement. The Disclaimer and Limitation of Liability provisions set out in Section 7 of this

Limited Warranty are also relevant to the remedies available if there is a warranty claim.

4. **Warranty of Products/Installation.** If TCG installs the products it sells, TCG warrants to ***the purchaser of its products and to the owner of the building in which MGC's products are installed*** that the products will be free from significant defects in materials or workmanship for a period of one (1) year and that during that same one (1) year period that products will not fail because TCG failed to install those products in a reasonably competent fashion. As noted in Section 1, there may be instances in which a manufacturer's warranty has application. In those cases, TCG will facilitate resort by the purchaser or owner to the manufacturer's warranty. The Section 2 Exclusions apply with equal force to this Limited Warranty.
5. **Remedies for Product Warranty Claims/Installation.** Claims under the Limited Warranty contained in Section 4 must be made in the manner described in Section 3. If MGC determines that a Section 4 warranty claim is valid, TCG will replace or repair the defective product at no cost to the purchaser or to the owner or, if effective repair or replacement is determined to be impossible, will refund the amount paid to TCG for the product and the installation thereof. This is the sole remedy available to purchaser and owner. The Disclaimer and Limitation of Liability provision set out in Section 7 of this Limited Warranty are also relevant to the remedies available if there is a warranty claim.
6. **Warranty of Installation (Only) and Remedies.** In those cases in which TCG provides installation or other services but does not sell products being installed, TCG warrants to the ***direct purchaser*** of the services that for a period of one (1) year from the date of the services, the end product of TCG's services will not become defective because TCG failed to provide its services in a reasonably competent fashion. Section 2 Exclusions apply with equal force to this Limited Warranty. Claims made under the Limited Warranty contained in this Section 6 must be made in the manner described in Section 3. If TCG determines that a Section 6 warranty claim is valid, TCG will, at its option, repair the defect, reinstall the product, or refund to the purchaser the amount paid for services which resulted in the claim. This is the sole remedy available to purchaser. The Disclaimer and Limitation of Liability provisions set out in Section 7 of this Limited Warranty are also relevant to the remedies available if there is a warranty claim.
7. **Disclaimer and Limitation of Liability.** The Limited Warranties contained above are the only warranties, express or implied, provided by TCG. To the extent permitted by state law, TCG SPECIFICALLY DISCLAIMS ANY OTHER

REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event, be it for breach of warranty, breach of contract, negligence, or any other reason, shall TCG be liable to the purchaser, building owner, or any other beneficiary of TCG's products or services for consequential, incidental, or indirect damages of any kind, including but not limited to loss of use, loss of value, delay, mold remediation, personal injury, or lost profits damages. TCG's total liability for any products or services provided by it shall not exceed amount paid to TCG for such products or services.