

NGG LTD., INC. Limited Warranty

NGG LTD., INC. (hereinafter referred to as "NGG") provides the following Limited Warranty to the original owner, Webster University (hereinafter referred to as "Owner") for the installation work performed by NGG at 8274 Big Bend Blvd., Webster Groves, MO 63119 (hereinafter referred to as "Property").

NGG warrants that all its installation work performed at the Property, "Work," will be free of workmanship defects within the specified Warranty Period. If NGG's installation work does not conform, NGG's sole obligation hereunder shall be to repair or replace, at its option, any nonconforming installation work at its own cost.

NGG's warranty shall not apply in any instance where any person or entity other than NGG or its representatives has performed any work, alterations, adjustments, painting or any other modification on or to the Work unless first authorized in writing by NGG or where deficiencies are a result of actions of the Owner or its representatives. NGG's warranty shall be null and void if the Owner fails to maintain the Work as required by the standards set forth in the American Architectural Manufacturers Association 609 & 610-15 or where any damage to the Work is caused by others, abuse, misuse, neglect or other failure to maintain the Work.

THE ONLY WARRANTIES APPLICABLE TO NGG'S WORK ARE THE WARRANTIES EXPRESSLY SET FORTH IN THIS DOCUMENT. NGG HEREBY DISCLAIMS, TO THE FULLEST EXTENT ALLOWED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY OPERATION OF LAW, CUSTOM AND PRACTICE, COURSE OF DEALING OR OTHERWISE.

All claims under the warranty provided herein must be made within fifteen (15) days from the date of discovery of the defect. Owner's failure to notify NGG of a warranted defect within fifteen (15) days of discovery and/or failure to provide NGG with a reasonable opportunity to inspect the Owner's claim shall void NGG's obligations hereunder.

The warranty provided herein is for repair or replacement of nonconforming installation work only, as described above. NGG shall not be liable for any other loss, cost, damage or expense of any kind arising out of or relating to any alleged breach of the warranty. Further, NGG shall not be liable for any incidental, consequential, exemplary, special, or punitive damages, nor for any loss of revenue, profits or use, resulting from or in connection with a breach of this warranty.

The warranty provided herein shall be null and void and unenforceable in the event that NGG is not paid all monies owed for its Work at the Property. In no event shall NGG's total liability under this Warranty exceed the amount that NGG was actually paid for its Work at the Property.

The warranty provided herein shall be void and of no effect in the event of any damage or failure that is caused by adverse weather, acts of God, falling objects, external forces, explosions, fire, riots, civil commotions, acts of war, acts of terror, criminal acts (including vandalism), radiation, thermal stress or other cause other than defects in NGG's installation work.

This Warranty runs to the original Owner only and is not transferable or assignable to any other person or entity, including any subsequent purchaser of the Property. This warranty does not supersede, augment nor enhance supplier provided material warranties. The disclaimers of liability included in this limited warranty shall remain in effect and shall continue to be enforceable in the event that any remedy herein shall fail of its essential purpose.

The remedy set forth herein is the sole and exclusive remedy of the Owner. No terms or conditions other than those stated herein and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding on NGG unless made in writing and signed by its authorized representative.

Project Name: Webster University Interdisciplinary Science Building
General Scope: Structural Glazed Aluminum Curtain Wall System
Warranty Period: Ten Years (10) year(s)
Effective Date: August 7, 2017

covers 084423 structural
sealant curtainwall
installation warranty

Signed:


Chris NGG LTD., INC.

Date: September 1, 2017