

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 084123 - fire rated
glass 1 year installers
period.

Signed:


CHRIS NGG LTD., INC.

Date: September 1, 2017

PRODUCT TERMS AND CONDITIONS

NGG Ltd., Inc.

084123

Project Name: Webster University

REF Vetrotech Job: 535575, 538327, 538835

1. General: This document applies to CONTRAFLAM®, SWISSFLAM®, CONTRAFLAM® STRUCTURE, KERALITE®-ULTRA of all types and fire ratings including their combination in insulated glass units. When fire-resistant glass is used, it is assumed that the buyer will incorporate abovementioned glass into glazing systems approved by a valid and independent institution, e.g. UL/Underwriters Laboratories. Copies of authorized listing and specifications, as well as instructions for handling and installation are available online at vetrotechusa.com, or by calling 1-888-803-9533.

2. Limited 5 Year Warranty: Vetrotech Saint-Gobain warrants that its CONTRAFLAM®, SWISSFLAM®, CONTRAFLAM® STRUCTURE, KERALITE®-ULTRA fire rated glazing to be free of substantial obstruction of vision from dust or other foreign substances due to defective materials or workmanship for a period of five years from the date of shipment. When assembled to an Insulated Glass Unit (IGU), Vetrotech warrants only that its CONTRAFLAM®-IGU, SWISSFLAM®-IGU, CONTRAFLAM® STRUCTURE-IGU, KERALITE®-ULTRA-IGU will be free of substantial obstruction of vision from dust, film formation or moisture accumulation between glass lites resulting from seal failure due to defective materials or workmanship for a period of ten years from the date of shipment.

CONTRAFLAM®, SWISSFLAM®, CONTRAFLAM® STRUCTURE, KERALITE®-ULTRA is an engineered specialty fire resistant glazing material. Certain optical and visual faults are inherent to the production process. These characteristics may be evaluated according to the manufacturer's quality standards, but do not impair the transparency or affect the performance of the glass in case of fire, and shall not be considered cause for rejection.

This warranty shall not apply if the failure is caused by acts of God, intervening cause, mishandling, misuse, abuse, improper installation, installation by unqualified glaziers or by any other cause whatsoever not within our exclusive control, and shall not apply unless the failure occurs within five or ten years after the date of shipment. The obligation of this warranty is to replace the defective glass, F.O.B. manufacturer's warehouse, but in no event shall Vetrotech Saint-Gobain be responsible to cover any

cost of removal, installation or reinstallation, loss of use, incidentals or any consequential cost associated with defective product. Any glass replaced under this warranty is limited to the original warranty period and shall not be extended beyond the original five or ten years.

Vetrotech Saint-Gobain makes no warranty of merchantability nor that the product is fit for any particular purpose for use and no other warranty than the abovementioned warranty of any kind, expressed or implied.

3. Transportation and Storage Conditions: Transport and storage of CONTRAFLAM®, SWISSFLAM®, CONTRAFLAM® STRUCTURE, KERALITE®-ULTRA products must be in a vertical and dry state and at temperatures above 14°F (-10°C) and below 113°F (45°C). Extreme climatic conditions and exposure to direct sunlight or other heat sources must be avoided. When glass is installed in a not temperature controlled building, above storage conditions apply likewise.

4. Handling and Installation Requirements: The product warranty is subject to CONTRAFLAM®, SWISSFLAM®, CONTRAFLAM® STRUCTURE, KERALITE®-ULTRA glass having been handled and installed in accordance with published instructions. It is essential that glazing contractors or other handlers or installers be familiar with such instructions. All subsequent product processing, additions or alterations not authorized and monitored by Vetrotech Saint-Gobain are specifically prohibited. If the products are used in fire-rated applications not covered by Vetrotech Saint-Gobain product specifications, all warranty is null and void.

All notes and instructions on labels must be respected. If adhesives or sealing materials are applied during installation, compatibility must be verified and confirmed with Vetrotech Saint-Gobain beforehand or all warranty is null and void.

5. Product Use: CONTRAFLAM®, SWISSFLAM®, CONTRAFLAM® STRUCTURE, KERALITE®-ULTRA products must be used in temperature controlled environments ensuring a maximum glass temperature range between 14°F (-10°C) and 113°F (45°C). All circumstances resulting into heat build-up of the glass caused by window blinds, curtains, etc. must be avoided.