Ballistic Glass & Armor Solutions
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LIMITED PRODUCT WARRANTY

General: All products sold by Ballistic Glass & Armor Solutions, LLC ("BGAS") come with a 5-year limited warranty against defects in materials and workmanship.

Notice/Disclaimer: No material is "bullet-proof." With enough repetition and fire-power, every material will eventually break. The products sold by BGAS are designed to provide varying degrees of protection against the impact of ballistic rounds. Our unique systems provide different levels of resistance which are rated for each product. Our products use proprietary systems that involve glass, polycarbonates, adhesive interlayers, and bullet-resistant engineered techniques to absorb energy from ballistic rounds. Our products are independently tested against the ballistic penetration limits included in the United States Underwriters Laboratory (UL) standard commonly known as UL752. The UL752 standard establishes 10 levels of resistance to ballistic threats, from a 9 mm handgun (level 1) to a military grade .50 caliber rifle (Level 10). As an example, a Level 3 product measured by the UL752 standard would withstand 3 direct shots from a .44 magnum handgun. For additional information, ask to see the UL752 standards for testing.

BGAS is not and does not claim to be a UL Certified Manufacturer. We do not certify to the UL program because UL certification requires all products to be "no-spall" products even though most applications require no-spall. Most applications are not well suited to no-spall products. However, BGAS does test to the ballistic penetration guidelines set forth in the UL 752 in respect to velocity, grain weight, bullet type, and caliber.

For an explanation of the differences between no-spall vs low-spall, please refer to the white-paper "Understanding Ballistic Certifications" posted on the resources tab of the BGAS website. BGAS chooses not to certify under UL simply because no-spall products are not practical for the vast majority of customer applications. However, certain applications do require no-spall and we are happy to provide those products and certification when appropriate.

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LIMITED WARRANTY. The Limited Warranty provided by BGAS covers material obstruction of view to the glass caused by delamination as follows:

Update as of 6/15/2024

Glass-Clad Polycarbonate (GCP)	5 years from the date of manufacture
Polyvinyl Butyral (PVB)	5 years from the date of manufacture
Sentry Glass (SG) Interlayer Products	5 years from the date of manufacture

THIRD PARTY WARRANTY. For Ballistic or Forced Entry insulating glass units (IGU), BGAS uses third party contract manufacturers to construct the IGU. These contract manufacturers provide their own IGU Seal Warranty. The contract manufacturer's IGU Seal Warranty is the exclusive warranty for seal integrity on all IGU products. THE ONLY IGU SEAL WARRANTY IS THE CONTRACT MANUFACTUER'S WARRANTY. BGAS DOES NOT PROVIDE ANY ADDITIONAL WARANTY AGAINST IGU SEAL FAILURES. BGAS ONLY WARRANTS AGAINST MATERIAL OBSTRUCTION OF VIEW DUE TO DELAMINATION AS DESCRIVED ABOVE UNDER "LIMITEDE WARRANTY". ALL PRODUCTS SUPPLIED BY BGAS OTHER THAN BALLISTIC GLASS ARE PASS-THROUGH PRODUCTS THAT ARE SIMPLY MARKED UP AND PROVIDED AS A CONVENIENCE FOR OUR CUSTOMERS. AS SUCH, THESE PRODUCTS CARRY ONLY THE WARRANTY PROVIDED BY THE ORIGINAL MANUFACTURER OF THOSE PRODUCTS.

LIMITATIONS THAT VOID WARRANTY: The BGAS Warranty Does Not Cover damage resulting from "acts of God", breakage or damage during transit, breakage during or after installation, failure to follow proper unpacking instructions, unreasonable or improper use, abuse, improper installation mounting or fastening, exposure to incompatible glazing chemicals or materials, improper cleaning, exposure to solvents, cleaners, acids, alkalis or other incompatible cleaning methods or materials used in/on/around the product, faulty frame or building design/construction, improper storage or handling, typical wear and tear or any other cause or source outside the BGAS manufacturing process. BGAS WARRANTY IS NULL AND VOID IF ANY AFTER-MARKET SECURITY FILMS, SOLAR CONTROL FILMS OR PRIVACY FILMS ARE APPLIED TO THE SURFCE OF A BGAS PRODUCT.

INSPECTION/LIMITED RETURN RIGHTS. YOU MUST INSPECT ALL PRODUCTS WITHIN 2 WEEKS OF RECEIPT AND PROVIDE NOTICE TO BGAS OF ANY SIGNS OF DEFECTS IN MANUFACTURING OR MATERIAL. This warranty will be void if inspection of the products did not occur within 2 weeks of receipt of product to ensure each piece is free from manufacturing or material defects.

SPECIAL HANDLING: Mishandling of BGAS products will void any and all warranties. You must follow the safe-handling instructions for all products prior to, and during, installation. **The BGAS warranty is void if the glass unit is 1) not continuously and adequately supported on all sides 2) the glass unit edge is not fully protected by a minimum of one-half inch of sealed frame face covering; or Bite and 3) the glazing cavity is not effectively designed to prevent water accumulation from contacting the edge of the glass unit**.

LIMITATION: BGAS products have been independently tested and certified to meet applicable industry standards as stated on the product data sheets for each product. These data sheets can be found under the technical resources section of the BGAS website. **Actual ballistic or forced entry performance in the field is impossible to guarantee due to an unlimited number of variables that cannot be controlled outside the laboratory**. To be sure you have the optimal level of protection, please be sure to consult closely with your BGAS salesperson. BGAS products are highly technical life-safety products designed to be selected and installed by persons having the requisite skills and knowledge. BGAS products are purchased and used at the purchaser's discretion and risk. BGAS has no control over the use to which others may put our products and materials. It is up to the purchaser to determine fitness for use.

Who is Covered -Coverage under this warranty is to the original purchaser only and is non-transferable. No modifications of the warranty are permissible unless specifically stated in a written document signed by the principal Owner of BGAS, or the CEO of BGAS.

DISCLAIMER OF ALL OTHER WARRANTIES. THE WARRANTY PROVIDED ABOVE IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO BGAS PRODUCTS; AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

WARRANTY CLAIMS: THE LIMITED WARRANTY PROVIDED HEREIN APPLIES ONLY TO BGAS PRODUCTS THAT HAVE BEEN PAID IN FULL. PAYMENT, IN FULL, IS AN EXPRESS CONDITION PRECEDENT TO THE EXISTENCE OF THE LIMITED WARRANTY. AS A CONDITION FOR FILING A WARRANTY CLAIM, THE CLAIMANT MUST PROVIDE SALES INVOICE NUMBER, PROJECT NAME, PRODUCT MAKE-UP, AND PROOF OF PURCHASE AND FULL PAYMENT.

How to File a Warranty Claim. In a covered person discovers a covered defect in a BGAS product, the purchaser must provide written notice to BGAS of a warranty claim within the specified warranty period, and provide pictures and access to the product for verification of the defect.

LIMITATION OF REMEDIES: Repair/Replacement/Refund. If BGAS determines that a defect exists, BGAS will, at its sole discretion, either repair the product, replaced the product, or refund the pro rata portion of the purchase price for the remainder of the warranty period for the product. For replacement, customer will be responsible for any and all additional costs, including crating, surcharge, freight charges and installation. The remedy of repair, replace or refund is the exclusive remedy available to the buyer.

NO LIABILITY: BGAS shall not be responsible or liable for any loss of profits, loss of use of any product of facility, loss of time, cost of capital, cost of substitute materials, cost of temporary interventions or security, cost of removal or reinstallation (including but not limited to labor, materials, job-site equipment such as lifts or scaffolding), crating, delivery freight, commercial loss, or any other indirect, special or consequential damages of any kind based on breach of this limited or any applied warranty, breach of contract, negligence, strict tort or any other legal theory.

BGAS shall have no liability to the customer or anyone else for consequential, special, incidental, indirect, exemplary, or punitive damages of any kind whatsoever, including without limitation personal injury, death, property damage, lost profits, labor costs, or any other pecuniary damage, whether due to any defect in the goods, breach of this agreement, delay, non-delivery, non-performance, recall or any other reason. **All claims in tort, strict liability, and failure of essential purpose are waived, released, and excluded, including claims that BGAS was negligent in any way, in whole or in part**.

WARNINGS. ALL PRODUCTS ARE SOLD WITH THE WARNINGS AND LIMITATIONS PROVIDED HEREIN. BGAS shall not be liable to the customer in tort, strict liability, or any other legal or equitable theory for any defect in the design or manufacture of the goods, or for the omission or alleged inadequacy of warnings or instructions accompanying the goods.

NO THIRD-PARTY BENEFICIARIES. THE LIMITED WARRANTY PROVIDED HEREIN EXTENDS ONLY TO THE CUSTOMER WHICH PURCHASED THE PRODUCT. There are no third-party beneficiaries of this warranty.