

RAVENBRICK LLC
STANDARD THERMOCHROMIC FILM LIMITED WARRANTY

Limited Warranty

RavenBrick provides a Standard ThermoChromic Film Limited Warranty as specified below (each a “Limited Warranty” and together, the “Limited Warranties”) to the original customer (“Customer”) only. Subject to the terms, conditions and limitations contained herein. RavenBrick warrants that for a period of ten (10) years from the date of installation by Customer (the “Limited Warranty Period”), when properly installed in an insulating glass unit (“IGU”) in accordance with RavenBrick’s handling, storage, and installation specifications and with approved glass types, as in place from time to time (the “Specifications”), the RavenBrick patented heat sensitive thermoChromic film (the “Product”):

- Will maintain the transitional properties specified in the documentation accompanying the Product (the “Product Documentation”) without cracking, or peeling;
- Will maintain adhesion properties specified in the Product Documentation without blistering, bubbling, or delaminating from the glass;
- Will maintain the appearance properties specified in the Product Documentation;
- Will maintain the strength and tear resistant properties specified in the Product Documentation; and
- Will not cause a thermal shock fracture glass failure within the IGU as a direct result of the application of the Product within the IGU.

The Limited Warranties set forth above are subject to the warranty exclusions, limitations, terms, conditions, and requirements listed herein below.

Subject to the exclusions, limitations, terms, conditions, and requirements set forth in this Limited Warranty, if any breach of any of the preceding five (5) Limited Warranties is reported to RavenBrick before the end of the applicable Limited Warranty Period, RavenBrick, at its exclusive option, will upon confirmation of the existence of such breach or defect covered by the applicable Limited Warranty either (a) replace or arrange for the replacement of the entire IGU containing the defective Product; or (b) make a pro rata refund of the purchase price of the defective Product. The providing of replacement Products or IGUs containing the Products shall not extend the applicable original Limited Warranty Period. These remedies are the exclusive remedies of Customer against RavenBrick for any breach of warranty concerning the Products and these remedies will not be deemed to have failed of their essential purpose so long as RavenBrick is willing and able to repair or replace any non-conforming Product or IGUs containing the Products or refund the purchase price of the defective Product. Customer has no rights under this Warranty unless and until RavenBrick receives full payment of the purchase price of the defective Product.

No repair, replacement, or pro rata refund will be required or made unless RavenBrick receives written notice of the claimed defect. Any claim of defect, including without limitation under the Limited Warranties, must be made in writing to RavenBrick within the Limited Warranty Period and within thirty (30) days following discovery of the claimed defect. Written notice shall be provided to: _____, RavenBrick, LLC, 3950 Kearney Street, Denver, Colorado 80207. All claims must be accompanied by the defective Products or otherwise supported by photos or other evidence of the defective Products. As a condition to the enforcement of any claim under this Limited Warranty, RavenBrick and its agents must be provided access to the original Product (and any incorporated IGU or other unit) for inspection, testing, repair and/or replacement. Any modification, replacement, attempted repair, self-help, or other alteration of the Product or the incorporating product without RavenBrick’s prior approval shall render this Limited Warranty null and void. The Limited Warranties do not cover the

cost of transportation or handling, or the removal or installation of Product or an IGU containing the Product. Failure to give notice of a claimed breach or defect as required herein shall constitute an absolute waiver and release of all claims Customer may have, and RavenBrick shall have no liability, under this Limited Warranty or otherwise, for that claimed breach or defect. Under no circumstances will RavenBrick have any obligation to pay for the removal of the defective IGU or Product or the installation of a new IGU or Product.

Additional Warranty Exclusions

Except as otherwise required by applicable law, the Limited Warranties set forth above apply only to the Customer and do not extend to the end-user, or any other person or entity in the chain of ownership or distribution. The Limited Warranties do not cover:

- The repair or replacement of Product that are improperly stored or transported, including loading and unloading, and damage caused by water moisture, condensation, or penetration;
- The repair or replacement of Product damaged as a result of accident or acts of animals, flying or falling objects, or natural occurrences or disasters, including without limitation earthquakes, hailstorms, windstorms, hurricanes, tornadoes, weather, and other acts of God, including but not limited to accidental glass breakage;
- Damage caused by or resulting from water penetration that occurs for any reason other than a defect in a Product;
- Damage caused by or resulting from the incompatibility of the Product with other glazing or installation materials, including but not limited to coatings, sealants, and gaskets;
- Damage caused by or resulting from any failure to properly use, install or maintain the Product in accordance with applicable Specifications, Product Documentation, standard industry practice, or building codes;
- Damage caused by or resulting from Product alteration, deliberate or negligent acts, abrasion, physical impact, vandalism, acts of terrorism or war, mechanical damage, vehicular or pedestrian traffic, fire (deliberate or accidental), any misuse or abuse, faulty construction or design, improper or insufficient handling, applications in areas of high humidity, areas without proper or adequate ventilation or humidity control, and Products subjected to conditions outside their design limitations;
- Minor imperfections that do not affect the Product in performance or materially obscure vision, minor variations in glass color, or minor changes in switching speed and transmission;
- Damage caused by or resulting from corrosive environmental factors including acid rain, or wood rot due to improper maintenance or installation; or caused by corrosive or film-damaging products or natural conditions, including without limitation chemicals, wood rot, solvents, acids, alkalis, cleaners, fumes, high air pollution, acid rain, sea spray, grout, and the like; or
- Condensation on roof windows and skylights and any related water damage, which may occur as a natural result of humidity within a building or a variation between indoor/outdoor temperatures.
- Damage caused by Customer's failure to follow the Specifications and Product Documentations,

Product Suitability

Customer is solely responsible for determining whether a Product purchased from RavenBrick is suitable for Customer's needs or applications when used outside of the agreed upon application range as specified in the current Specifications and Product Documentation established by Customer and RavenBrick. Although RavenBrick may be asked to provide information about its Products in a proposed application or make information or its opinions available from time to time, RavenBrick will not, by responding to requests for or otherwise providing opinions or information, assume any responsibility for the design or

suitability of Customer's product(s) in the proposed application, Customer's methods, processes or products except as specified in the current Specifications and Product Documentation. RavenBrick will not be required to supplement any opinions or information provided or to make further information available. Customer will at all times be responsible for determining the suitability of Customer's or the Customer's affiliates' recommendations, advice, processes, services, and products for use in Customer's own applications and for identifying and performing to Customer's satisfaction all quality control tests, analyses, forecasts, and other tests and examinations necessary to assure that Customer's products and services will be safe, acceptable and suitable for use under end-use conditions.

Condition for Warranty Coverage (Maintenance)

Customer is informed and understands that the Product should be kept clean and in cool storage, and that long-term exposure to dust, dirt, and other contaminants should be minimized for the Product to perform as warranted. It is a condition of the Limited Warranty that Customer must maintain the Product in accordance with RavenBrick's Specifications and Product Documentation. For any claim under the Limited Warranty, RavenBrick must be provided on request written documentation of maintenance and storage.

Limitations On Liability

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. THE REMEDY OF REPAIR, REPLACEMENT, OR REFUND PROVIDED UNDER THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. RAVENBRICK 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 PRODUCTS, 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 OF RAVENBRICK'S NEGLIGENCE. RAVENBRICK 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. EXCEPT FOR THE LIMITED WARRANTIES HEREIN, CUSTOMER ACCEPTS THE GOODS "AS IS" WITH ALL FAULTS AND ASSUMES THE RISK OF LOSS FOR ANY DEFECT OR NONCONFORMITY. CUSTOMER WAIVES, RELIEVES AND RELEASES RAVENBRICK FROM ANY AND ALL CLAIMS, CAUSES OR RIGHTS OF ACTION, AND LIABILITY FOR ANY REDHIBITORY, PATENT, OR LATENT VICES OR DEFECTS, EXCEPT AS SPECIFICALLY PROVIDED IN THE LIMITED WARRANTIES. UNDER NO CIRCUMSTANCES SHALL RAVENBRICK'S LIABILITY FOR ANY DEFECT IN THE GOODS, WHETHER BASED ON CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY, EXCEED THE PURCHASE PRICE OF THE DEFECTIVE PRODUCTS. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. CUSTOMER ACKNOWLEDGES AND DECLARES THAT THESE LIMITATIONS AND WAIVERS HAVE BEEN BROUGHT TO CUSTOMER'S ATTENTION AND EXPLAINED, THAT CUSTOMER HAS READ AND UNDERSTANDS ALL TERMS AND AGREES TO BE SO BOUND, AND THAT CUSTOMER'S RECEIPT OF THE AGREEMENT, LIMITED WARRANTY, AND GOODS, AND ANY PAYMENT FOR THESE, SIGNIFIES THAT CUSTOMER HAS VOLUNTARILY AND KNOWINGLY

CONSENTED TO ALL TERMS, INCLUDING THE WAIVERS AND LIMITATIONS CONTAINED HEREIN.

Modifications

No person at RavenBrick, other than an officer of RavenBrick, has the authority to modify, expand or extend the Warranty, to waive any of the limitations or exclusions of the Limited Warranty, to make any different or additional warranties with respect to any Product, or to alter, amend, or undo any term of sale. Any such alteration is not effective unless stated in writing signed by an officer of RavenBrick. All other statements and representations are null and void.

Applicable Law

This Limited Warranty shall be considered to have been made in the State of Colorado and shall be governed by and interpreted according to Colorado law, without giving effect to conflict of law principles. Except as provided below, any action or claim arising out of or relating to the Limited Warranties or Products shall be brought only in a federal or state court in the City and County of Denver, Colorado or a federal court in Denver, Colorado, having jurisdiction over the subject matter, and Customer irrevocably consents that such court shall have personal jurisdiction over Customer and waives any objection that the court is an inconvenient forum. Alternatively, and at RavenBrick's sole election, any dispute arising out of or relating to this Agreement shall be submitted to binding arbitration in the City and County of Denver, Colorado in accordance with the rules of the American Arbitration Association. Any award ordered in such arbitration shall be enforceable in any court of competent jurisdiction. In the event Customer brings any suit against RavenBrick in violation of this Agreement or for claims waived or released under the Agreement, Customer agrees to pay RavenBrick's attorney and paralegal fees as well as costs to defend such suit. No claim, suit, or other proceeding arising out of or related to the RavenBrick's Limited Warranties or Product may be brought after one (1) year from the date it accrues. No discovery, estoppel, or other rule shall apply to extend this limitations period.

Miscellaneous

If any provision or individual term of this Limited Warranty is invalid or unenforceable under any applicable law, the provision or term shall be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms shall be unaffected. Customer shall not assign any of its rights nor delegate any of its obligations under this Limited Warranty without the prior written consent of RavenBrick. This Agreement shall be binding upon and enforceable by and against Customer and RavenBrick, and their respective legal representatives, successors, and assigns.

Seller's Rights

RavenBrick has all rights and remedies given to sellers by applicable law, and RavenBrick's rights and remedies are cumulative and may be exercised from time to time by RavenBrick. All sales of RavenBrick's Product remain subject to its Standard Terms and Conditions of Sale. No waiver by RavenBrick of any provision of this Limited Warranty shall be effective unless in writing, nor operate as a novation or waiver of any other provision. RavenBrick shall not lose any right because it has not exercised that right in the past.