

Warranty

GLASS-POLYCARBONATE AUTOMOTIVE & APPLICATIONS

Buyer and Warranty period

Oran Marketing & Development ACC Ltd and its subsidiaries or affiliates ("**OSG**"), subject to the conditions and limitations set forth below, warrant to the original purchaser only ("**Buyer**") of glass-polycarbonate products for automotive applications ("**Product**"), and to no other person or entity, that for a period of **2 years** from the date of manufacture. The Product shall materially conform to agreed specifications or to sample(s) shown, handed to and inspected by Buyer, as the case may be. In the event of non-conforming Product covered by this Warranty, Buyer's sole and exclusive remedy and OSG's sole liability shall be limited to the replacement of the non-conforming Product F.O.B. shipping point; or the repair of non conforming Product; or if OSG so elects, to refund Buyer the amount paid, all at sole discretion of OSG. In no event shall OSG be liable or responsible for any labor costs or other expenses incurred in connection with the installation of the Product, removal of non-conforming Product, or installation of replacement Product. The original Warranty shall continue on repaired or replacement Product and shall extend for the balance of the Warranty period in effect at the time the Product proved non-conforming.

Limitations

This Warranty shall not apply to:

- (a) Failure of Product caused by abuse, improper cleaning, mishandling, or improper installation, including but not limited to improper mounting or fastening of Product to or within framing or other materials, inadequate edge engagement, use of fasteners of insufficient size to withstand design impact, use of sealants or other chemical materials which are incompatible with good glazing practice, or installation otherwise not in strict adherence to OSG's written instructions;

- (b) Failure of Product which has been:
 - (i) Exposed to temperatures below 32 degrees Fahrenheit or above 80 degrees Fahrenheit during storage or before mounting on vehicle [see also clause (d)].
 - (ii) Exposed to temperatures below -40 degrees Fahrenheit or above 190 degrees Fahrenheit after mounting on vehicle;
 - (iii) Corrosive chemical agents.
- (c) Failure of Product caused by heat trapped on the glass surface whether resulting from covering the glass with paper, paint or reflective-type covers, or any other cause;
- (d) Failure of Product caused by improper storage including but not limited to not storing Product in its original packaging and not storing product in a dry and ventilated room at temperatures between 32 degrees Fahrenheit and 86 degrees Fahrenheit.

Delaminating shall not be considered a non-conforming Product under this Warranty unless:

- (i) It becomes apparent prior to installation; or
- (ii) Driving visibility is no longer ensured.

Delaminating is therefore tolerated around the edge of the glass as long as the vehicle can be driven and operated normally. Delaminating on the edge of the glass will be permitted in the case of penetration of humidity into the PVB interlayer of operable side door glazing (polished edges). If bubbles appear within the interlayer as a consequence of temperatures in excess of 194 degrees Fahrenheit, the Warranty will not apply.

OSG reserves the right to discontinue or modify any of its products without giving notice.

If OSG replaces any Product under this Warranty, it may substitute Products that are designated by OSG to be of comparable quality in the event the Product initially installed has been discontinued or modified.

Other Limitations

THIS WARRANTY IS EXPRESSEDLY MADE IN LIEU OF ALL OTHER ORAL OR WRITTEN WARRANTIES, EXPRESSED OR IMPLIED, LIABILITIES, OR OBLIGATIONS OF OSG. IN NO EVENT SHALL OSG BE LIABLE UNDER ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL OSG BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE VEHICLE, ITS CONTENTS OR ANY PERSON THEREIN, RESULTING FROM THE BREACH OF ANY WARRANTY SET FORTH HEREIN. NO FIELD REPRESENTATIVE OF OSG AND NO DISTRIBUTOR OR DEALER IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. IN CASE OF A CONTRADICTION BETWEEN THIS WARRANTY AND ANY OTHER LIABILITY EXPRESSED IN A SEPARATE AGREEMENT WHETHER PRECEDING OR CONSEQUENTIAL TO THIS WARRANTY, THIS WARRANTY SHALL PREVAIL.

If any limitation of liability shall be deemed invalid by any applicable law, then OSG's liability shall be within the limitation permitted by that law.

How to Obtain Warranty Service

The Buyer must promptly notify OSG in writing during the Warranty period of any non conforming aspect of the Product and provide proof of the date of purchase and installation. It is the responsibility of the Buyer to have a reliable traceability of each installed windscreen (Windscreen Identity no., Lot No., Installation Date, Vehicle Identity No.) All notifications should be sent in writing to: 48 Industrial Park

Way, Emporia VA 23847 USA, Attn. Transparency Division/Sales or at OSG Oran Safety Glass Ltd., Kibbutz Tzuba, D.N. Harei Yehuda, 90870, Israel – Division/ Sales . The Buyer may be required to submit a sample of the non-conforming material to OSG for analysis. OSG will then investigate the claim and examine the material claimed to be non-conforming. If non conformity covered by this Warranty is confirmed, OSG, within a reasonable amount of time after its inspection and following OSG's sole conclusion that it is indeed a non conforming Product, will either repair or replace the defective Product or refund that amount paid by the Buyer for the product, per the terms of this Warranty.

Governing Law

Both Buyer and OSG consent to the exclusive application of the laws of the country in which Buyer acquired the Product to govern, interpret, and enforce all of Buyer and OSG's rights, duties and obligations arising from, or relating in any manner to, the subject of this statement of limited warranty, without regard to conflict of law principle.

Jurisdiction

All of Buyer and OSG's rights, duties and obligations are exclusively subject to the courts of the country in which the Product was acquired by Buyer.