

# Tru-Brix

R E A L B R I C K S I D I N G

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## 50-YEAR WARRANTY

COMMERCIAL

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### WARRANTY COVERAGE

Glen-Gery Corporation (hereinafter, “Glen-Gery”) warrants to the original Owner, subject to the terms and conditions hereafter described, that its Tru-Brix® Products (the “System”), including all brick tile and all brick cladding steel frame components, will be free from manufacturing defects. During the Warranty Period, Glen-Gery will pay the cost of new Tru-Brix® products to replace any defective Tru-Brix® products that are part of the System, or it will refund the amount paid by the original Owner to purchase the defective Tru-Brix® products, reduced in accordance with the Warranty Coverage Schedule below. Without limiting the scope of this Warranty, Glen-Gery specifically warrants that the System:

- Will resist damage caused by termites or other wood-boring insects
- Will resist damage caused by hail, sleet or freezing rain in winds under 60 mph
- Will not crack, rot, warp, split, break or otherwise become materially impaired under conditions of normal use and wear

### WARRANTY PERIOD AND TRANSFERABILITY

This Warranty is effective for a period of fifty years, beginning on the date of the original Owner’s purchase of the System, and is prorated according to the Warranty Coverage Schedule below. Also, this Warranty will not be terminated due to the sale of the building by the original Owner, if the original Owner elects to transfer this Warranty to a purchaser of the building within five (5) years after the date of the original Owner’s purchase of the System. To transfer this Warranty to a second Owner, the original Owner must follow the Transfer Instructions below.

### WHAT IS NOT COVERED

This Warranty does not cover any defects other than manufacturing defects. Without limiting the foregoing, this Warranty does not apply in the following cases:

- Improper installation or installation not done in strict adherence to Glen-Gery written instructions
- Any warranty claim arising from installer’s or Owner’s color selection and arrangement of brick tile, unless such claim is made before mortaring has begun, it being understood that it is the installer’s and Owner’s responsibility to minimize color inconsistencies during installation and ensure Owner is satisfied with appearance and arrangement of brick tiles before mortaring brick tiles into place. Use constitutes acceptance
- Alteration or repair other than by Glen-Gery or as approved in writing by Glen-Gery
- Damage caused by tornado, hurricane, fire, flood, storm, lightning, earthquake, mudslides, other Acts of God, war, terrorism, or insurrection, impact of foreign objects, vandalism, salt water corrosion, and other events outside the reasonable control of Glen-Gery Siding Systems
- Defects in, failure of, or damage to the building or any wall, structure, or material on which the components of the System are installed or dependent
- Failures or damages caused by improper design or construction of the supporting wall system, including but not limited to: improperly insulated walls or portions of walls leading to condensation within the wall system; inability of the wall to resist loads as required by International Building Code (IBC), or by other local code in force if its requirements are more stringent than IBC

Frieze board, “J” channel flashing, and other decorative trim and accessories comprised of plastic, PVC, vinyl, or similar materials (collectively referred to herein as “accessories”) are warranted to be free of manufacturing defects for a period of ten (10) years only, as further described in the Warranty Schedule below. Only accessories directly supplied by Glen-Gery are covered by the 10-year accessories warranty. Any other materials not manufactured by Glen-Gery, including, without limitation, tiles, mortar and caulking, are not covered by this Warranty.

In addition, this Warranty is automatically void with respect to any brick components that are painted or are treated with any sealant or other coating or any solvent or cleaner.

The Owner is responsible for the normal care and maintenance of all brick components, including all tuck pointing, caulking, and related maintenance similar to typical masonry construction, and Glen-Gery is not responsible for any water intrusion or other damage caused by improper installation, care, or maintenance.

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Some fading and discoloration in the brick components is a normal and expected result due to time and exposure to the elements. This Warranty covers excessive fading or discoloration caused by manufacturing defects, as determined by Glen-Gery in its sole discretion, but Glen-Gery does not warrant against normal fading and discoloration or fading and discoloration caused by pollution, mold, mildew, fungi, or other causes beyond the reasonable control of Glen-Gery. Glen-Gery SHALL NOT BE LIABLE FOR AND HEREBY EXPRESSLY DISCLAIMS ANY CLAIMS OF DAMAGE OR PERSONAL INJURY CAUSED BY MOLD OR MILDEW.

This is a commercial Warranty applicable for Tru-Brix® components installed at commercial buildings and multi-family buildings (i.e., buildings for three or more families). Owner acknowledges that Glen-Gery Siding System’s residential Warranty applies only to Tru-Brix® components installed at single-family or two-family residences and does not apply to Owner’s building.

**LIMITED WARRANTY DISCLAIMER**

THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF AND AS A REPLACEMENT OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES OF Glen-Gery. THE REMEDIES DESCRIBED IN THIS WARRANTY ARE THE ORIGINAL OWNER’S SOLE REMEDIES FOR A BREACH OF THIS WARRANTY. Glen-Gery SHALL NOT BE LIABLE FOR AND EXPRESSLY DISCLAIMS ALL LIABILITY FOR INCIDENTAL, INDIRECT, SPECIAL, AND CONSEQUENTIAL DAMAGES RESULTING FROM A BREACH OF THIS WARRANTY, INCLUDING DAMAGE TO THE OWNER’S BUILDING AND PERSONS AND PROPERTY CONTAINED THEREIN. Glen-Gery HAS NOT AUTHORIZED ANY SALES REPRESENTATIVE, DISTRIBUTOR, OR DEALER TO CHANGE OR MODIFY THIS WARRANTY IN ANY WAY, AND Glen-Gery HEREBY DISCLAIMS ANY SUCH MODIFICATION. IF ANY TERM CONTAINED IN THIS WARRANTY IS ILLEGAL OR INVALID FOR ANY REASON, THE ILLEGALITY OR INVALIDITY SHALL NOT AFFECT THE LEGALITY OR VALIDITY OF THE REMAINDER OF THIS WARRANTY. FAILURE TO REGISTER THIS WARRANTY WITH ANY STATE OR FEDERAL OFFICE SHALL NOT VOID THIS WARRANTY OR ANY OF ITS TERMS. SOME STATES DO NOT ALLOW LIMITATIONS ON INCIDENTAL AND CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE OTHER RIGHTS NOT CONTAINED IN THIS WARRANTY THAT MAY VARY FROM STATE TO STATE.

**HOW TO MAKE A CLAIM UNDER THIS WARRANTY**

In the event the original Owner discovers a manufacturing defect covered by this Warranty, the original Owner must notify Glen-Gery and the selling Distributor in writing of the defect no later than ninety (90) days after the defect is discovered. The written notice must contain the following information:

- The original Owner’s name, address and telephone number
- A copy of your installation contract and purchase order for the System, or other proof of the date of purchase and installation
- A detailed description of the defect and resulting damage, including photographs and drawings of the defect and damage
- Proof of ownership of the property

The notice should be sent by U.S. mail postage prepaid or be delivered to Glen-Gery at 1166 Spring Street, Wyomissing, PA 19610

Attn: President, and to the selling Distributor at \_\_\_\_\_, Attn: \_\_\_\_\_

If after receipt of your notice Glen-Gery determines that the brick components of the system have been impaired due to a manufacturing defect, Glen-Gery will do one of the following, as determined in its sole discretion: (a) provide replacement brick components to replace the defective components; or (b) refund the original amount paid by you to purchase the defective brick components. In the event of a replacement, this Warranty will apply to the replacement brick components for the balance of the Warranty Period in effect at the time of replacement. This Warranty does not include coverage for labor to remove or replace defective brick components.

**WARRANTY COVERAGE SCHEDULE**

**50-YEAR WARRANTY COVERAGE SCHEDULE:**

Years after Installation	Prorated Share of Warranty Obligations
0-12 Months	100% of cost
Years 2-50	2% reduction each year

**10-YEAR ACCESSORIES WARRANTY COVERAGE SCHEDULE:**

Years after Installation	Prorated Share of Warranty Obligations
0-12 Months	100% of cost
Years 2-10	10% reduction each year



**WARRANTY TRANSFER INSTRUCTIONS**

To transfer this Warranty to a purchaser of the building, the original Owner must (1) fill in the information below, (2) sign and date this Warranty Transfer below, (3) deliver this Warranty (including the signed Warranty Transfer below) to the new Owner(s) along with a copy of your original purchase order, and (4) within ten (10) days after you transfer your building, mail a copy of this signed Warranty Transfer to Glen-Gery at 11166 Spring Street, Wyomissing, PA 19610. This Warranty may be transferred one time only.

**WARRANTY TRANSFER:**

Original Owner(s): \_\_\_\_\_

Effective upon title transfer hereby transfers this Warranty to

New Owner(s): \_\_\_\_\_

With respect to the property located at

Property Address: \_\_\_\_\_

Signature(s) of

Original Owner(s): \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

