



WARRANTY

1. Limited Warranty

Subject to the exclusions, limitations, and conditions set forth below, Nicos Group ("Nicos") warrants to the contractor or direct purchaser ("Contractor") that, for a period of two (2) years from the delivery of products to the work site (the "Warranty Period"):

- (a) the products manufactured by Nicos ("Products") will be free from material defects in materials and workmanship under normal use and service; and
- (b) the installation of the Products performed by Nicos or its subcontractors will be free from material defects in workmanship and will substantially conform to Nicos' published installation specifications and the approved shop drawings.

This warranty is the sole and exclusive warranty provided by Nicos and is given in lieu of all other warranties, express or implied.

2. Disclaimer of Other Warranties

EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 1, NICOS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NICOS OR ITS REPRESENTATIVES SHALL CREATE ANY WARRANTY OR EXPAND THE SCOPE OF THIS LIMITED WARRANTY.

THESE TERMS AND CONDITIONS SET FORTH IN THIS LIMITED WARRANTY APPLY TO ALL SCOPES OF WORK OF NICOS PURSUANT TO ANY PROPOSAL OR CONTRACT. THIS WARRANTY SHALL BE INCORPORATED IN AND BE A PART OF ANY CONTRACT, REGARDLESS OF WHETHER SUCH CONTRACT CONTAINS ITS OWN WARRANTIES OR REFERENCES SEPARATE TERMS IN ANY OTHER DOCUMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY AND THE TERMS AND CONDITIONS OF A CONTRACT OR ANY OTHER BINDING DOCUMENT, THIS LIMITED WARRANTY SHALL GOVERN AND CONTROL, AND TAKE PRECEDENCE.

3. Conditions Precedent to Warranty Coverage

This warranty is expressly conditioned upon, and Nicos shall have no warranty obligation unless **all** of the following conditions are satisfied by Contractor:

(a) Proper Storage Prior to Installation. From the time Products are delivered to the project site (or other designated location) until installation, the Products must be stored:

- (i) in a dry, weather-tight enclosure protected from the elements, including, but not limited to, from rain, snow, ice, standing water, ground moisture, and direct sunlight;
- (ii) at ambient temperatures between 40°F and 86°F and at relative humidity between 30% and 60%, consistent with Nicos' published storage guidelines;
- (iii) off the ground on level surfaces, in their original packaging and protective wrapping until immediately prior to installation.
- (iv) in a manner that prevents damage from stacking, impact, bending, or torsion. Further, (1) metal panels must be stored flat on pallets until installation, and (2) glass panels must be stored on their edges;
- (v) away from corrosive substances, solvents, and construction debris.

(b) Proper Environmental Conditions at Installation and After. All the conditions set forth in Section 3(a) shall continue to be maintained. Further, the areas where the Products are installed must be enclosed, dried-in, and conditioned such that:

- (i) the building is weather-tight with the roof and exterior envelope complete and functioning;
- (ii) ambient conditions are within the ranges specified in Nicos' published installation and operating guidelines, continuously from installation onward;
- (iii) wet trades (including but not limited to concrete, plaster, drywall compound, masonry, and painting) are substantially complete and dry prior to installation; and
- (iv) no Products are installed over or adjacent to active moisture sources.

(c) Installation Conditions. All substrates, floors, ceilings, and adjacent construction must be level, plumb, square, and within the tolerances specified in Nicos' shop drawings and installation guidelines. Nicos shall not be responsible for conditions outside its scope of work.

(d) Use and Maintenance. The Products must be used only for their intended purpose, under normal service conditions, and maintained in accordance with Nicos' published care and maintenance guidelines (including cleaning products and methods). Maintenance records shall be provided upon Nicos' reasonable request.

(e) Notice. Contractor shall provide written notice of any alleged warranty defect within thirty (30) days after the defect is, or reasonably should have been, discovered, and in all events prior to expiration of the Warranty Period. Nicos shall be given a reasonable opportunity to inspect the alleged defect before any remedial work is undertaken.

4. Exclusions

This warranty does **not** cover, and Nicos shall have no liability for, any defect, damage, failure, or non-conformance arising from or related to, in whole or in part:

- (a) improper storage, handling, loading, unloading, or transportation by any party other than Nicos, including any failure to satisfy the conditions in Section 3(a);
- (b) exposure to moisture, water intrusion, flooding, humidity outside specified ranges, freezing, condensation, or failure to maintain the environmental conditions specified in Section 3(b), whether before, during, or after installation;
- (c) exposure to temperatures or humidity outside Nicos' specified ranges, whether before, during, or after installation;
- (d) acts of God, fire, flood, earthquake, wind, storm, lightning, or other casualty; acts of terrorism, vandalism, riot, or war;
- (e) defects in the design of the building, structural movement, settlement, deflection, thermal expansion or contraction beyond industry-standard tolerances, or failure of adjacent or supporting construction not performed by Nicos;
- (f) work, materials, components, finishes, hardware, glazing, sealants, or accessories supplied by Contractor, Owner, or others, or specified by Contractor or Owner over Nicos' written objection or recommendation;
- (g) modification, alteration, repair, relocation, disassembly, reinstallation, attachment of items, or tampering with the Products by any party other than Nicos or its authorized representatives;
- (h) abuse, misuse, negligence, accident, impact, abrasion, overloading, or use inconsistent with Nicos' published specifications and intended use;
- (i) use of cleaning agents, chemicals, solvents, or maintenance methods not approved in writing by Nicos;
- (j) normal wear and tear, including but not limited to minor scratches, scuffs, surface abrasions, and cosmetic imperfections visible only upon close inspection or under non-standard lighting;
- (k) color variation, fading, gloss change, or other aesthetic changes attributable to exposure to ultraviolet light, cleaning, or the passage of time;
- (l) minor variations in color, grain, texture, or finish inherent to the materials used, which shall not be considered defects;
- (m) mold, mildew, corrosion, or biological growth resulting from moisture, humidity, or environmental conditions outside Nicos' specifications; and

(n) any condition caused by Contractor's, Owner's, or any third party's failure to follow Nicos' written instructions, specifications, or guidelines.

5. Exclusive Remedy

In the event of a valid warranty claim under Section 1, Nicos' sole obligation, and Contractor's and Owner's sole and exclusive remedy, shall be, at Nicos' option and sole discretion, to either:

(a) repair the non-conforming Product or installation; or

(b) replace the non-conforming Product with a like or functionally equivalent Product (which may reflect current manufacturing specifications and may vary in minor respects from the original).

Replacement Products and repaired Work shall be warranted only for the remainder of the original Warranty Period, and no new or extended warranty period shall arise. Nicos shall not be responsible for the removal or replacement of finishes, furniture, fixtures, equipment, or other work of others necessary to access the Products, except to the extent required by Nicos' own installation scope.

6. Limitation of Liability

To the maximum extent permitted by law, in no event shall Nicos be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including without limitation loss of use, loss of profits, loss of business, loss of revenue, loss of data, business interruption, delay damages, liquidated damages, or cost of substitute goods or services, arising out of or relating to this Warranty or the Products, whether in contract, tort (including negligence), strict liability, or any other theory, even if Nicos has been advised of the possibility of such damages.

Nicos' total aggregate liability arising out of or relating to this Warranty, the Products, and the Work, whether in contract, tort, or otherwise, shall not exceed the amounts actually paid to Nicos for the specific product or portion of work giving rise to the claim.

7. Non-Transferable

This warranty is extended only to Contractor and, where required by the prime contract, to Owner. It is not transferable or assignable to subsequent purchasers, tenants, or occupants without Nicos' prior written consent.

8. Voiding of Warranty

Without limiting any other provision of this Warranty, this warranty shall be **void in its entirety** with respect to any affected Product if: (a) any condition in Section 3. is not satisfied; (b) any exclusion in Section 4. applies; (c) the Products are subject to unauthorized modification, repair, or tampering; or (d) Contractor, Owner, or their agents fail to cooperate with Nicos' inspection or remediation efforts.

9. Survival and Integration

The disclaimers, exclusions, and limitations of liability in this Warranty shall survive termination, expiration, completion, or cancellation of any other contract and expiration of the Warranty Period. This Warranty constitutes the entire warranty given by Nicos and supersedes any prior oral or written warranties, representations, or communications regarding the Products or the Work.