LIMITED WARRANTY TERMS AND CONDITIONS

This Limited Warranty applies to products and services specifically included in the approved proposal and fabricated, supplied, or installed by Jax Custom Glass LLC. Coverage applies only to the work performed and products supplied by Jax Custom Glass, as described below.

This Limited Warranty is issued in conjunction with the Project Service Agreement, including its General Terms and Product Specific Provisions. The Project Service Agreement governs scope of work, measurement responsibility, structural responsibility, substrate conditions, payment terms, and dispute resolution. This Limited Warranty states the applicable warranty coverage, exclusions, remedies, and warranty-related liability limitations. The documents must be read together; neither expands the approved scope of work.

The Care, Cleaning, and Maintenance Guide provides routine care recommendations. The Customer must also follow Jax Custom Glass's project instructions and the manufacturer's care, operation, and maintenance instructions applicable to the specific products supplied for the project. The Care Guide does not expand warranty coverage or replace this Limited Warranty.

SECTION 1 - GENERAL LIMITED WARRANTY

1. Warranty Period

Unless otherwise specified in writing on the approved proposal:

- Installation workmanship is warranted for two (2) years from the date of substantial completion.
- Materials and hardware supplied by Jax Custom Glass are warranted by Jax Custom Glass against defects in materials for two (2) years under normal use for the approved residential application, subject to the exclusions and product-specific provisions in this document.

For fabricated products supplied without installation, the applicable fabrication and supplied-material coverage begins on delivery or pickup. Installation workmanship coverage applies only to installation performed by Jax Custom Glass.

This Limited Warranty applies only to the original purchaser and is non-transferable unless otherwise required by law.

Warranty Start Date and Subsequent Repairs

For installed products, substantial completion means the date the specific product is installed and available for its intended use. Minor punch-list work, administrative closeout, or an unpaid balance does not postpone that date. For phased projects, each product or completed phase has its own start date. For products supplied without installation, coverage begins on delivery or pickup. Jax Custom Glass will identify the applicable date in the completion, delivery, or pickup record.

Warranty inspection, adjustment, repair, or replacement does not restart or extend the original warranty period. Corrected or replaced work remains covered only for the unexpired portion of that period, except where applicable law requires otherwise.

Jax Custom Glass Coverage and Product Instructions

Claims for covered workmanship, materials, and hardware must be submitted to Jax Custom Glass. Coverage is subject to the periods, conditions, and exclusions stated in this document. Changes in material suppliers or hardware manufacturers do not change that coverage.

The Customer must follow the Care, Cleaning, and Maintenance Guide, written project instructions provided by Jax Custom Glass, and manufacturer instructions applicable to the products installed or supplied. The manufacturer, model or series, finish, and available product instructions will be recorded for the project and provided upon request.

Product-specific coverage for Diamon-Fusion protective coating and safety and decorative films is stated in Section 2, Paragraphs H and I. Those provisions do not extend Jax Custom Glass's warranty period or obligations.

Commercial Use Limitation

For high-traffic commercial or public environments, including restaurants, bars, hospitality venues, retail establishments, medical facilities, fitness centers, schools, office buildings, and similar business or institutional settings, installation workmanship and supplied materials and hardware are warranted for one (1) year from the applicable start date defined above. Intended commercial use means ordinary operation for the commercial application identified in the approved proposal, within the supplied product's documented operating limitations.

Wear, finish deterioration, and adjustment needs resulting from commercial traffic, cleaning frequency, chemical exposure, or public use do not constitute defects.

2. Scope of Coverage and Remedies

This Limited Warranty covers defects in installation workmanship performed by Jax Custom Glass and defects in supplied materials and hardware within the applicable period, subject to the product-specific provisions and exclusions below.

For a claim reported in writing within the applicable warranty period, Jax Custom Glass will, at its discretion, repair the affected portion or replace the defective component if a covered defect is verified. Inspection and correction may occur after the warranty expires for that timely reported claim. This does not extend the deadline for new claims. Remedies are limited to repair or replacement of the affected product or installation, subject to rights and remedies required by law.

Included Corrective Work and Access Costs

Covered corrective work includes the labor and materials reasonably necessary to repair or replace the defective portion of the glass product or installation supplied by Jax Custom Glass, without charge to the Customer. It does not include elective upgrades, changes in design or placement, replacement of unaffected components, or a full remodel.

The Customer must provide safe, reasonable access. Removal or restoration of surrounding construction outside the affected product or installation, including cabinetry, tile, stone, drywall, paint, or waterproofing, is not included in the express warranty remedy unless expressly authorized in writing by Jax Custom Glass or required by law. Any chargeable access or restoration work must be disclosed and approved before it is performed. This provision does not exclude any corrective work or damage remedy that Jax Custom Glass is legally required to provide.

Customer-supplied products and materials are not covered for manufacturing or material defects. When installation labor for those materials is included in the approved proposal, coverage applies only to installation workmanship performed by Jax Custom Glass.

3. Tempered Glass and Breakage

Tempered glass is designed to shatter into small fragments when broken. Breakage may result from impact, edge damage, thermal stress, structural movement, substrate conditions, or material inclusions beyond manufacturer control.

Glass or mirror breakage after installation, delivery, or pickup is not covered under this Limited Warranty. This exclusion applies to both installed products and products supplied without installation, whether delivered or picked up by the Customer or their representative.

4. General Exclusions

This Limited Warranty excludes the following work, materials, damage, and conditions:

- Glass breakage occurring after installation, delivery, or pickup.
- Impact, misuse, abuse, excessive force, or abnormal or concentrated loading.
- Structural movement, settlement, concealed deficiencies, or inadequate framing, blocking, reinforcement, anchoring surfaces, or mounting substrates.

- Waterproofing deficiencies or failure of existing tile, stone, grout, or surrounding construction.
- Environmental exposure, corrosion, finish deterioration, or normal wear and tear.
- Surface scratches or edge damage occurring after installation, delivery, or pickup.
- Improper cleaning, maintenance, or chemical exposure.
- Independent third-party workmanship, materials, repairs, adjustments, modifications, removal, reinstallation, or replacement, and damage caused or worsened by that work.

For these exclusions, independent third parties are persons or businesses whose products or services are independently obtained or arranged by the Customer or others, and not supplied or contracted by Jax Custom Glass. Jax Custom Glass provides no warranty for their workmanship, services, or materials. This exclusion does not apply to products sourced and supplied by Jax Custom Glass or to work performed on its behalf by its authorized representatives, which remain subject to this document.

Unauthorized Third-Party Costs

Jax Custom Glass will not pay or reimburse costs for inspections, repairs, adjustments, modifications, removal, reinstallation, or replacement independently arranged with third parties without its prior written authorization. Reporting a concern or submitting a third-party estimate or invoice does not constitute authorization. Any authorization must expressly identify the work and costs approved by Jax Custom Glass.

This provision preserves rights and remedies required by law. Authorized third-party costs and reimbursements count toward the aggregate limit in Section 3, to the extent permitted by law.

5. Structural and Substrate Responsibility

All framing, reinforcement, anchoring surfaces, mounting substrates, waterproofing systems, tile assemblies, and supporting construction must be properly installed and compliant with applicable building codes before measurement and installation. Responsibility for structural adequacy, concealed conditions, and code compliance rests with the homeowner or general contractor as stated in the Project Service Agreement.

Jax Custom Glass does not provide structural engineering, load calculations, concealed framing inspection, permitting, inspections, or code compliance certification under this Limited Warranty. Any separately agreed services are governed by the approved proposal and Project Service Agreement.

Failure arising from structural or substrate conditions is excluded. Damage arising from improperly installed tile or stone, hollow conditions, inadequate backing, concealed deficiencies, or unsuitable prefabricated surrounds is excluded as described in the Project Service Agreement.

6. Care, Cleaning, and Maintenance

The Customer must follow the Care, Cleaning, and Maintenance Guide, Jax Custom Glass's written project instructions, and applicable product-specific manufacturer care, operation, and maintenance instructions. Damage caused by failure to follow those instructions is excluded; unrelated covered defects remain eligible for evaluation.

Use recommended mild cleaners and soft, non-abrasive tools. Avoid abrasive pads, razor blades, steel wool, scouring powders, and harsh chemicals. Where product-specific manufacturer instructions differ from general recommendations, follow the instructions applicable to that product. If Jax Custom Glass's project instructions and product-specific manufacturer instructions conflict, contact Jax Custom Glass for clarification before proceeding. Do not use a general glass-cleaning recommendation on film or hardware unless suitable for that material.

Do not force doors or attempt to adjust hinges, clamps, tracks, shelf supports, or other hardware. Report looseness, changed alignment, chipped or cracked glass, adhesion concerns, separation from mounting surfaces, or unusual movement promptly. Avoid use of an affected component where continued use could cause injury or further damage.

Routine Maintenance and Noncovered Service

Routine cleaning, removal of mineral deposits or debris, and replacement of worn consumable seals, sweeps, or weatherstrips are maintenance rather than warranty remedies unless a verified covered defect caused the need for that work. Adjustments needed solely because of ordinary wear, misuse, site movement, or independent third-party work are not covered defects. An adjustment needed to correct a verified covered installation or hardware defect remains covered.

Noncovered inspections, maintenance visits, adjustments, and repairs may be offered as paid services. Any diagnostic or service charge, and the conditions under which it applies, must be disclosed and approved by the Customer before the visit or work. A finding that a concern is not covered does not automatically authorize a charge. Labor and materials for a verified covered correction are provided without charge.

CLAIMS AND DOCUMENTATION (SECTION 1 CONTINUED)

7. Warranty Claim Procedure and Opportunity to Correct

- Notify Jax Custom Glass in writing at info@jaxcustomglass.com within the applicable warranty period. Identify the original Customer, proposal or invoice number, project address, and affected product, and describe the concern. Provide available photos and reasonable supporting information requested for evaluation. Photos are helpful but are not a substitute for inspection.

- Provide reasonable access for inspection and a reasonable opportunity for Jax Custom Glass to evaluate and correct any verified covered defect before arranging repairs, alteration, or replacement by others.

Covered corrective work will be performed by Jax Custom Glass or its authorized representative. Contact Jax Custom Glass before third-party work is performed. Damage caused or worsened by third-party repairs, adjustments, modifications, removal, reinstallation, or replacement is not covered. Independent service alone does not automatically void otherwise applicable coverage.

Failure to allow inspection or an opportunity to correct may affect the remedy for the affected condition to the extent permitted by law. This does not require delaying necessary measures to protect people or property in an emergency. Preserve photos and available evidence and notify us as soon as reasonably possible.

Where safely practicable, preserve the affected component and available evidence until inspection or written instructions from Jax Custom Glass. Emergency protective action does not itself authorize reimbursement for third-party costs. Non-waivable rights and remedies remain preserved.

Completion, Delivery, and Condition Records

Jax Custom Glass and the Customer should document the completion or handover date, visible product condition, and any noted concerns. The Customer should inspect accessible surfaces at installation, delivery, or pickup and report visible scratches, chips, finish damage, or other observable discrepancies at that time. Handover acknowledgment does not waive a covered defect that was not reasonably discoverable on that inspection.

Approved layouts, written accessory placement instructions, recorded material selections, completion or handover records, and available project photographs may be used to evaluate a claim. These records do not expand or reduce the express coverage stated here.

Project records should retain the applicable warranty and Care Guide versions, proof that they were provided before acceptance, proposal and design approvals, and required placement instructions.

SECTION 2 - PRODUCT SPECIFIC WARRANTY PROVISIONS

These provisions apply only when the listed product or service is included in the approved proposal. The periods, claim procedure, exclusions, and remedies in Section 1 apply unless otherwise stated.

A. Frameless Shower Enclosures

Covered

- Installation workmanship.
- Hardware functionality and cracking or failure of supplied hardware components under normal use for the approved application, subject to the applicable residential or commercial period and this Limited Warranty.

Not Covered

- Minor water migration consistent with the approved design and proper installation.
- Improper slope or drainage, high-pressure spray conditions, or spray direction inconsistent with the enclosure layout.
- Door misuse, excessive force, or using handles or towel bars to support body weight.
- Glass staining caused by improper maintenance.
- Finish discoloration, corrosion, or deterioration caused by environmental exposure, cleaning chemicals, or maintenance practices.
- Failure arising from inadequate backing, flexibility, movement, or concealed deficiencies in prefabricated shower or tub surrounds.

Frameless enclosures require intentional glass-to-wall and glass-to-glass clearances for safe operation and structural tolerance. They are not fully watertight assemblies. Minor migration does not constitute a defect when fabrication and installation conform to the approved design and industry standards. The enclosure does not compensate for improper floor, curb, threshold, or surrounding-surface slope.

Minor movement consistent with hinge design is normal. Natural green tint in clear glass and inherent tone, clarity, or pattern variations in low-iron and specialty glass are normal material characteristics as described in the Project Service Agreement.

Additional Provision: Tile, Stone, and Curb Replacement

Coverage applies solely to installation workmanship of the specific surface material replaced by Jax Custom Glass when included in the approved proposal in connection with enclosure installation, replacement, or upgrade. Any slope correction is limited to the visible surface material included in the proposal.

Coverage excludes adjacent or existing materials not replaced by Jax Custom Glass; pre-existing substrate deficiencies; waterproofing systems, membranes, shower pans, and moisture barriers; structural movement; cracking caused by underlying conditions; defects in Customer-supplied materials; color, dye lot, veining, or finish differences; and reconstruction of concealed substrates or structural framing.

These limited surface services do not provide warranty coverage for a full bathroom remodel, underlying systems, or waterproofing components. Separately agreed work remains governed by the approved proposal and Project Service Agreement.

B. Glass Railing Systems

Covered

- Installation workmanship.
- Hardware functionality and cracking or failure of supplied hardware components under normal use for the approved application, subject to the applicable residential or commercial period and this Limited Warranty.

Not Covered

- Inadequate framing, blocking, steel reinforcement, anchoring surfaces, mounting substrates, or concealed supporting conditions.
- Building deflection, settlement, structural dynamics, or excessive loads beyond intended guardrail use.
- Damage caused by alteration, modification, or impact after installation.
- Environmental finish deterioration, corrosion, or accelerated wear in coastal, humid, or chemically exposed environments.

Slight movement consistent with the system design under moderate pressure is normal and does not establish a defect. Unusual movement, loose hardware, or damaged glass must be reported for evaluation. Do not climb, sit, stand, or place excessive loads on railings.

Follow the Care Guide for routine cleaning, fresh-water rinsing in exterior or coastal environments, and visual checks. Jax Custom Glass does not provide structural engineering or code compliance certification under this warranty.

C. Custom Mirrors

Covered

- Installation workmanship.
- Adhesive bond performance under normal interior conditions when the mounting surface is properly prepared, structurally sound, and suitable, subject to the support limitation below.

- Manufacturing defects in mirrors supplied by Jax Custom Glass, subject to the applicable warranty period and the exclusions below. Visible defects should be reported at installation, delivery, or pickup; defects not reasonably discoverable then may be reported within the applicable period.

Not Covered

- Mirror breakage occurring after installation, delivery, or pickup.
- Distortion caused by wall irregularities, substrate deficiencies, or structural movement.
- Edge damage after installation, impact, or damage caused by other trades.
- Moisture intrusion, environmental edge oxidation, or desilvering.

Mirrors require clean, dry, suitable mounting surfaces. Where the approved design omits permanent mechanical bottom support and relies solely on adhesive retention, this Limited Warranty does not cover adhesive bond performance or mirror retention, subject to applicable law.

Adhesive cure may require up to thirty (30) days. Damage or bond failure caused by pulling, prying, shifting, or adjustment during curing is excluded. Apply cleaner to a cloth rather than directly to the mirror, dry the edges, and prevent moisture from collecting behind it. Provide ventilation in humid areas.

Antique mirror tonal and pattern variations are intentional design characteristics. If a mirror loosens or separates from its mounting surface, do not reposition or repair it; contact us for evaluation.

D. Mirror Framing Systems

Covered

- Installation workmanship and proper installation of supplied framing components.
- Hardware functionality under normal use for the approved interior application, subject to the applicable residential or commercial period and this Limited Warranty.

Not Covered

- Natural wood grain, tone, or texture variations and normal humidity-related expansion or contraction.
- Finish deterioration or discoloration caused by wear, moisture exposure, cleaning practices, or environmental conditions; impact damage or damage caused by modification after installation.

Wood frames are intended for interior use, including bathrooms, with ventilation and routine care. They are not intended for direct or continuous water exposure. Follow the Care Guide for wood and metal frames and avoid abrasive tools and harsh chemicals.

E. Glass Tabletops

Covered

- Fabrication defects.
- Edge-finishing defects present at delivery or pickup.

Not Covered

- Glass breakage after installation, delivery, or pickup.
- Impact, standing, sitting, climbing, body weight, concentrated point loads, or inadequate furniture support.
- Scratches or damage occurring after delivery or pickup.

Tabletops are not structural elements. Furniture must provide the support described in the Project Service Agreement. Use coasters, protective pads, and trivets or heat-resistant pads under hot items. Lift the glass separately when moving furniture; do not drag or slide it.

F. Glass Shelves

Covered

- Fabrication defects and installation workmanship.
- Hardware functionality and cracking or failure of supplied shelf-support components under normal use for the approved application, subject to the applicable residential or commercial period and this Limited Warranty.

Not Covered

- Overloading, concentrated weight, body weight, or misuse.
- Inadequate framing, blocking, mounting substrates, or concealed wall deficiencies.

Shelf performance depends on thickness, span, support configuration, and mounting conditions. Distribute weight evenly and use shelves for their intended purpose. If a shelf or support loosens or develops unusual movement, remove items and contact us for evaluation.

G. Interior Glass Partitions

Covered

- Installation workmanship.
- Hardware functionality and cracking or failure of supplied hardware components under normal use for the approved application, subject to the applicable residential or commercial period and this Limited Warranty.

Not Covered

- Alignment changes resulting from building movement or floor deflection.
- Structural loading beyond intended use, excessive force, misuse, or inadequate substrates.

Interior glass partitions are not load-bearing walls. Doors require operational clearances and may exhibit minor movement consistent with hinge or pivot design. Keep tracks and moving components free of debris, operate doors gently, and report changes in alignment or operation. Do not force doors or adjust hardware.

H. Diamon-Fusion® Protective Coating

When included in the approved proposal and applied by Jax Custom Glass as a certified applicator, Diamon-Fusion coating-performance warranty coverage is provided directly to the eligible Customer by Diamon-Fusion International (DFI) under its applicable warranty terms and conditions. Jax Custom Glass's application workmanship remains subject to its own applicable period and terms in Section 1.

The manufacturer offers a Limited Lifetime Warranty for certain residential applications. Duration, eligibility, exclusions, and maintenance requirements depend on the application and installation environment. Jax Custom Glass does not extend or replace that manufacturer warranty.

Diamon-Fusion helps reduce adhesion of water, mineral deposits, soap residue, and other contaminants, making routine cleaning easier. It does not make glass stain-proof, scratch-proof, or maintenance-free.

Follow the Care Guide's General Glass Care and Diamon-Fusion instructions, including its recommended cleaners, together with applicable manufacturer care instructions and warranty requirements.

DFI documentation governs coating-performance claims, eligibility, and any required registration. Contact Jax Custom Glass for the applicable DFI warranty and registration information. The Customer must complete any registration required by DFI. DFI coverage does not extend Jax Custom Glass's period or create a lifetime repair or replacement obligation for Jax Custom Glass.

I. Safety and Decorative Films

Covered

- Installation workmanship.

Not Covered

- Glass breakage or thermal-stress breakage after installation, delivery, or pickup.
- Pre-existing glass defects.
- Film scratches, discoloration, fading, or surface damage unrelated to a verified installation defect.
- Temporary moisture patterns, haze, or minor optical distortion during curing.

- Damage caused by improper cleaning tools or chemicals.

Curing may require up to thirty (30) days depending on conditions. Do not clean film for at least seven (7) days after installation. Use soft cloths and suitable mild cleaners; do not use razor blades or abrasive tools. Jax Custom Glass's express coverage for films is limited to installation workmanship for the applicable period in Section 1; film material defects and performance are not covered under this Limited Warranty, except as required by law.

J. Removal of Existing Glass, Mirrors, or Enclosures

When included in the approved proposal, removal workmanship is subject to Section 1 and the removal provisions in the Project Service Agreement. This does not create coverage for pre-existing products or guarantee that removed materials will remain reusable.

Adhesives, sealants, fasteners, prior installation methods, material age, and concealed conditions may lead to breakage, reveal hidden deficiencies, or disturb surrounding finishes during removal. Surface repair, refinishing, repainting, waterproofing correction, and wall restoration are excluded from the removal scope unless expressly included in the approved proposal.

Existing glass, mirrors, enclosures, hardware, and related materials removed for reuse are removed at the Customer's risk under the Project Service Agreement. Breakage, damage, or loss of usability arising from age, adhesion, prior installation methods, or material stress is not a warranty defect. This provision does not exclude an independently verified defect in workmanship covered by Section 1.

K. Bathroom Accessories Installation

When included in the approved proposal, coverage applies to installation workmanship performed by Jax Custom Glass. The Customer must provide written placement instructions or marked elevations before installation, as stated in the Project Service Agreement.

If placement is delegated to Jax Custom Glass, installation follows standard industry practice and field judgment. A later change in aesthetic preference does not constitute a workmanship defect. Repositioning or related surface repair is additional work unless needed to correct a verified covered installation defect.

Coverage excludes Customer-supplied accessory manufacturing defects, inadequate substrates or backing, misuse, abnormal loading, impact, and finish damage caused by moisture or cleaning products. Material and hardware coverage for accessories supplied by Jax Custom Glass is governed by Section 1 and the exclusions in this document.

L. Interpretation of Product Coverage

Coverage applies only to the specific products and services included in the approved proposal. These product provisions do not expand the scope of work or shift structural, waterproofing, substrate, or concealed-condition responsibility to Jax Custom Glass.

Coverage provisions and exclusions must be read together. A material defect is a deficiency in the supplied product. Normal material characteristics, ordinary wear, and damage from maintenance, environmental exposure, loading, or site conditions do not, by themselves, establish a material defect. Jax Custom Glass will evaluate reported conditions under the applicable coverage provisions and exclusions. Rights required by law remain preserved.

SECTION 3 - LIMITATION OF LIABILITY

Jax Custom Glass is responsible for proper fulfillment of the approved proposal. Consistent with the Project Service Agreement, Jax Custom Glass is not responsible for incidental, indirect, or consequential damages arising from the products or services provided, including loss of use, project delays caused by third parties, or damage beyond the specific scope of work, to the extent permitted by applicable law.

Aggregate Limitation of Liability

To the fullest extent permitted by applicable law, Jax Custom Glass's total aggregate liability arising from a specific product or service, including damages and authorized third-party costs or reimbursements, shall not exceed the contract price of the corresponding line item in the approved proposal, including approved change orders attributable to that item.

This is a single combined limit for all claims arising from that item, not a separate limit for each claim. Unrelated line items do not increase the applicable limit.

This limitation does not apply to liability that cannot lawfully be limited or excluded.

Rights Required by Law

This Limited Warranty states the express warranty provided by Jax Custom Glass. It does not disclaim implied warranties or exclude rights or remedies that cannot lawfully be disclaimed or excluded.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

SECTION 4 - GOVERNING LAW

This Limited Warranty is governed by the laws of the State of Florida, subject to applicable federal law and non-waivable consumer rights. Consistent with the Project Service Agreement, any legal action arising from this Limited Warranty shall be brought in the appropriate court located in Saint Johns County, Florida, to the extent permitted by applicable law.

SECTION 5 - RECEIPT AND ACCEPTANCE

When this Limited Warranty and the Care, Cleaning, and Maintenance Guide are provided before project acceptance, approval of the proposal, payment of a deposit, or authorization to proceed confirms acceptance of the applicable warranty terms and acknowledgment of receipt of the care information. Copies are available from Jax Custom Glass upon request.

The Customer should retain the applicable warranty and Care Guide versions and proof of purchase. Acknowledgment of receipt does not waive rights required by law.

This version applies to projects for which it is provided and accepted. It does not retroactively reduce or replace warranty coverage agreed for an earlier project. The version provided and accepted for that project, together with applicable law, governs its coverage.

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