SunTek® Window Films

COPY

# **Residential and Commercial Films Limited Warranty** Glass Breakage and Seal Failure Limited Warranty

**Film Warranty.** Subject to the terms and conditions of this warranty, Commonwealth Laminating and Coating, Inc. ("CLC") warrants its SunTek® Window Film products, for the warranty period set forth below, against crazing, peeling, cracking, demetallizing, bubbling, delaminating or adhesive failure, when properly installed on interior glass surfaces. If the film exhibits one or more of these defects, CLC will replace the film (labor and materials) at no cost to the purchaser. The following products are covered under this warranty:

Olltra-VisionDS
SymphonyDS
Oual-ReflectiveDS
InfinityDS
SilverDS
ORMPS
Safety & Security Film
For residential installations, the lifetime warranty for the products listed above covers the original purchaser of the film for as long as the original
purchaser owns and lives in the home where the film was installed.

- For commercial installations, the warranty for the products listed above is limited to a period of fifteen (15) years from installation date except that the warranty for Dual-ReflectiveDS and DRMPS is limited to a period of ten (10) years from the installation date.
- ◆ Warranty for Black Out and White Matte window film products is limited to a period of five (5) years from installation date.
- Warranty for Anti-Graffiti window film products is limited to a period of two (2) years from installation date.

**Glass Breakage and Seal Failure Warranty**. Subject to the terms and conditions of this warranty, CLC warrants against (1) seal failure for a period of thirty-six (36) months from film installation date if seal failure is covered by the window manufacturer, and (2) thermal shock fracture for a period of sixty (60) months from film installation date. The following terms and conditions apply to the glass breakage and seal failure warranties:

- 1. For residential installations, this limited warranty coverage is offered only to the owner of the property at the time of the film's installation.
- 2. CLC will pay for repairs or replacement up to \$500 (U.S.) per glazing unit.

3. For residential installations there is a deductible of \$25.00 (U.S.) or 5 percent of the replacement cost, whichever is greater, per glazing unit. For non-residential installations, the deductible is \$100.00 (U.S.) or 5 percent of replacement cost, whichever is greater, per glazing unit.

4. Pre-existing conditions of glass breakage, thermal shock fracture or seal failure of the filmed glazing unit voids this warranty coverage. CLC reserves the right to inspect any job prior to final issuance of a certificate of warranty.

In order to qualify for seal failure coverage, the owner must present documentation from the window manufacturer that a seal failure warranty is currently in force. This warranty for seal failure will not extend beyond the term of the window manufacturer's limited warranty. No warranty coverage is provided for window backbedding sealants.

5. "Seal failure" means a visible break or opening of the window's air seal, resulting in an ineffective sealing of the window, allowing moisture and/or air to penetrate, and causing an internal fogging of the glass.

6. "<u>Thermal shock fracture</u>" means a cracking or fracture of the glass caused by heat or change in temperature resulting from the application of film to glass, and identified by the following characteristics: (a) break lines make a right angle with the edge of glass at or near the origin, and (b) break lines separate into two (2) or more lines within two (2) inches of the edge and the origin. The extra heat stress from the installation of the film must be the primary reason for the break or failure.

#### Window Film Care Instructions.

♦ After installation, there may be a hazy appearance or small water beads until all moisture has dried.

◆ Do not wash film for thirty (30) days.

• When cleaning, do not use materials with hard abrasives or brushes, use only a soft cloth or squeegee and mild detergent solution.

**<u>Coverage</u>**: Residential  $\Box$  Commercial  $\Box$  Glass Breakage  $\Box$  Seal Failure  $\Box$  (Valid only with existing seal failure warranty)

Customer Name (Print)		Customer Signature		Custome	Customer Phone		Date	
Customer Address		City			Stat	e	Zip	
SunTek Dealer Name		Dealer/Installer Signature			Dealer/Installer Phone			
Film Type		Total Square Feet				Master Roll Number		
Film Type		Total Square Feet				Master Roll Number		
Film Type		Total Square Feet				Master Roll Number		
Glass Type:	Annealed 🗆	Heat Strengthened $\Box$	Tempered 🗆	Laminated [	☐ Tinted			
Window Type:	Single Pane $\Box$	Dual Pane	Low $E \square$	HP Low $E \square$	]			
Glass Thickness:	1/8" 🗆	3/16" 🗆	1/4" 🗆	3/8" 🗆	1/2" 🗆			
Frame Type:	Wood $\square$	Steel 🗆 Alum	ninum 🗆	Vinyl 🗆	Rubber 🗆	Other		
Window Manufacturer:		Age of Windows			s			
SEE REVERSE FOR GENERAL TERMS AND CONDITIONS								
		White: CLC	Yellow: De	aler Pink: Cu	istomer			
Comm	nonwealth Laminati	ng & Coating Inc., Attn: War	ranty Processing D	epartment, ♦ 345	Beaver Creek l	Drive 🔶 Marti	nsville, VA 24112	
7410/7/3053508v	1							

#### Phone: 276-632-4991 or 888-321-5111 Fax: 276-632-0173 Page 1 of 2

### SunTek® Window Films

## Residential and Commercial Films Limited Warranty Glass Breakage and Seal Failure Limited Warranty

#### General Terms and Conditions

The following terms and conditions are incorporated into the warranties listed on the reverse of this form:

1. For these warranties to be effective, CLC must receive a copy of this warranty (with Customer, Dealer and Product Information completely filled in) and the installation invoice within thirty (30) days after the film's installation, and the customer must retain this original warranty and the original invoice for the film installation.

2. This limited warranty applies to vertical applications only and shall not apply when: (a) installation is not completed in strict compliance with the window manufacturer's requirements and according to CLC's Film Installation Guidelines (a copy of SunTek Installations Guidelines can be obtained through the installer or CLC); (b) more than one film was applied to any window or glass; (c) the windows are triple pane construction, double pane (dual) glass with suspended films, or textured, patterned, reflective, or wired glass; (d) the film is applied to any paint, lettering or ornamentation or on glass which is visibly damaged, chipped, cracked or pierced or where light can be seen between glass and frame; (e) the film is applied to non-glass materials, including polycarbonates or other plastics; (f) the film is applied in locations in which there has been prior glass breakage; (g) the film is applied to glass which is framed by concrete, solid metal or sealant which is no longer resilient; (h) the film is applied to any glass of 100 square feet or more or having any linear dimension of more than 12 feet; (i) damage occurs wholly or partly by reason of impact, stress, scratching, improper application or installation, abuse or improper care, wind or the elements, earthquakes or other acts of God, fire, wear and tear, pre-existing break, or latent defect; or (j) 25% or less of a glazing unit is shaded and the shaded area includes more than 25% of the glazing unit's perimeter.

3. These warranties shall be void in the event of fraud or misrepresentation by the film installer or owner, or if any information or representation set forth on the front or back of this form is not accurate.

4. THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. CLC DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THE PARTIES SPECIFICALLY DISCLAIM THE U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

5. IN NO EVENT SHALL CLC BE LIABLE TO OWNER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE FILM OR THE GLASS TO WHICH THE FILM IS APPLIED, THE BREACH OF ANY WARRANTY OR OF THIS AGREEMENT, ANY ACT OR FAILURE TO ACT RELATING TO THIS AGREEMENT, OR OTHERWISE, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, LOST PROFITS, INTERRUPTION OF BUSINESS, LOSS OF BUSINESS INFORMATION, OR ANY OTHER MONETARY OR OTHER LOSS, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF CLC HAS BEEN ADVISED OF OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

6. No contractor, including the SunTek® dealer/installer, has any authority or power to modify or extend this limited warranty. The benefits under this warranty shall be the sole and exclusive remedy against CLC for any loss arising out of the sale, application, and/or use of the film. CLC is not responsible for any furnishings or interior items which may fade or change color. Certain fabrics and dyes may fade regardless of the application of any window film protective treatment.

7. CLC may modify these terms and conditions at any time by providing the customer with written notice. Such revised terms and conditions shall be effective thirty days from sending such notice. This warranty gives you specific legal rights and you may also have other rights that vary from state to state. Some states do not allow the limitations of liability set forth herein, so some or all of these limitations may not apply to you. This warranty or any part of it is void where prohibited by law and is valid only in the United States of America and Canada.

Warranty Service. To submit a warranty claim, send a copy of this warranty and the bill of sale or other proof of purchase for the film, along with a detailed description of the defect, to the SunTek® dealer/installer from whom the film was purchased or to Commonwealth Laminating and Coating, Inc., Attn: Warranty Processing Department, 345 Beaver Creek Dr., Martinsville, Virginia 24112 or call 1-888-321-5111. We recommend attaching a copy of your sales receipt to this warranty certificate. Claims must be received by CLC within 60 days after the occurrence of the problem, and CLC must be allowed an opportunity to inspect the claimed defect to confirm all facts related to the claim.

White: CLC Yellow: Dealer Pink: Customer

Commonwealth Laminating & Coating, Inc., Attn: Warranty Processing Department, 345 Beaver Creek Dr., Martinsville, VA 24112 Phone: 276-632-4991 or 888-321-5111 Fax: 276-632-0173 Page 2 of 2