

General Terms and Conditions of Sale

1. General provisions

These general terms and conditions of sale (the "General Terms and Conditions") shall apply to all agreements entered into between Saint-Gobain Innovative Materials Belgium SA (the "Seller") with any customer (the "Buyer") with regard to the sale of products manufactured and/or sold by the Seller (the "Goods") as well as the performance of any services. They may be subject to subsequent amendments.

By placing an Order (as defined hereafter) to the Seller, the Buyer is deemed to have accepted without reservation these General Terms and Conditions. Unless otherwise expressly agreed in writing in advance by the Seller, these General Terms and Conditions apply to the exclusion of any other terms and conditions set out in the Buyer's Order, its general terms and conditions of purchase or, more generally, in the Buyer's commercial documents, regardless of the date of such terms and conditions or documents.

2. Offers and Order Confirmations

A Seller's price offer (an "Offer") is valid for a period of 7 calendar days, unless otherwise stipulated in the Offer.

An Offer shall be binding (and hereafter referred to as a "Binding Offer") on the Seller, subject to the receipt by the Seller of a written order (an "Order") from the Buyer within 7 days of the sending of the Offer by the Seller or within the period stipulated in the Offer.

After such a period as well as in the absence of an Offer, only a written order confirmation (an "Order Confirmation") issued by the Seller shall be binding on the Seller.

3. Prices

Unless otherwise explicitly agreed, all transactions are conducted in EURO.

Unless an Order is placed by the Buyer within the 7 days period provided for in § 2 above, prices (including packaging charges) contained in the Seller's Offers, catalogues and tariffs are subject to change at any time.

Unless otherwise provided for in the Binding Offer or Order Confirmation, prices of the Goods, VAT and other charges excluded, are quoted "EXW site of Seller, BELGIUM" (INCOTERMS 2010)

However, if a price increase of more than 5% is effective between the date of the Binding Offer or the Order Confirmation and the Delivery Date (as defined in § 5 here below), such Binding Offer or Order Confirmation shall be modified accordingly. In this last case, the Buyer shall be entitled to cancel the Order.

4. Weight, quantities and measures

The indication of the weight, quantities and measures on the Seller's packages, bags, etc. is approximate and subject to generally accepted tolerances.

5. Delivery

The Goods will be delivered and labelled in packages according to the Seller's practices unless specific packing and labeling is requested by the Buyer and accepted by the Seller.

Unless otherwise provided for in the Binding Offer or in the Order Confirmation, the Goods will be delivered EXW site of Seller, Belgium (Incoterms 2010) and the Goods shall be delivered on the date (the "Delivery Date") specified in the Binding Offer or Order Confirmation, subject to the provisions of § 6 here below.

Upon prior agreement with the Seller, the Buyer may take delivery of the Goods himself from the related premises of Seller or have them delivered.

Should the transportation be organised by the Seller or by his carrier's trucks, half an hour waiting time is accepted in order to unload. After this period, the Seller or his carrier shall be entitled to claim costs for waiting time.

Anyway, in this case, the transportation and delivery will be at the expense and risk of the Buyer.

6. Delivery times

Unless otherwise stated in the Binding Offer or Order Confirmation, the Delivery Dates stipulated in these documents, are approximate and for information purposes only. In the event of late delivery, the Seller shall inform the Buyer as soon as possible.

Except as provided by mandatory law provisions, failure by the Seller to meet the Delivery Dates shall not, under any circumstances, give rise to the cancellation of an Order, nor to any compensation or indemnity of any nature whatsoever.

However, the Buyer is not entitled to cancel an Order if the Goods concerned have been made specially for such Buyer. If the Order requires several deliveries, each delivery shall be deemed the subject of a separate agreement: a delay to one of the deliveries shall not entitle the Buyer to cancel the remaining deliveries.

7. Invoicing and payments

7.1. Invoices from Seller are – unless indicated to the contrary on the invoice – payable in Belgium, net, without discount or deduction, and without costs for Seller, by the due date stated on said invoices.

7.2. Without prejudice to Seller's other rights, any lack of payment, whether partial or total, for an invoice on its due date will induce late payment interest charges, ipse jure and without further notice, in conformity with Belgian Legislation on late payment (Laws of 07.08.2002 and 22.11.2013), as well as an indemnity in conformity with said Legislation but at least equal to 10% of the amount invoiced, with a minimum of 100 euro.

7.3. If an Order involves several deliveries as well as in the event of several Orders binding the Seller, failure to pay for one single delivery or one Order shall authorize the Seller to suspend all deliveries without notice until full payment.

8. Title Retention Clause

Title to the Goods shall remain in the Seller until the price therefor shall have been fully paid, including any outstanding interest or charges or any ancillary cost. In this respect, the delivery of an instrument creating an obligation to pay, such as a letter of credit or a bank guarantee or any other instrument, shall not constitute payment within the meaning of the present clause; the original claim of the Seller against the Buyer shall remain with all the rights and sureties related thereto, including the retention of title, until said instrument has effectively been paid.

By entering into an agreement with the Seller, the Buyer shall inform its customers or creditors of this title retention clause and shall take all necessary measures so that this clause comply with any applicable laws and regulations.

From the effective Delivery Date of the Goods to it and until the transfer of title to the Goods to it as provided for in this *Title Retention Clause*, the Buyer shall ensure, at its own expense, their safe keeping and shall assume any risks and liability in all cases. As a consequence, the Buyer personally undertakes, for as long as the price and related sums have not been paid in full, not to transform or to dispose of the Goods by pledging them or granting any other similar rights or guarantees over the Goods. On the contrary, the Buyer undertakes, to constantly ensure that the Goods are clearly identifiable as being the Seller's property and to take out corresponding insurance to cover any risks (including in the event of *force majeure*) which may arise in connection with the Goods until their price has been paid in full.

In the event of default in timely payment of a single invoice, all the Goods in the possession of the Buyer for which the price has not been fully paid may be repossessed by the Seller at the Buyer's own expense and risk and disposed of in accordance with the applicable law. The Goods still in the Buyer's possession shall be presumed to be those for which payment is still outstanding. Any resale of the Goods by the Buyer, before the total price and related sums has been paid in full, shall result in the automatic assignment to the Seller of the claims and rights of the Buyer further to said sale within the limit of the claims and rights of the Seller. The Buyer undertakes to inform the new buyer of this assignment and to communicate, at the first request of the Seller, all the information necessary for the Seller to collect the assigned claims.

In the event of bankruptcy or compulsory winding up or liquidation of the Buyer, the Goods, or, in the event of resale, their price and related sums, may be claimed by the Seller in accordance with the applicable laws and regulations.

9. Acceptance of goods

9.1. The Buyer is responsible for verifying the conformity to standards or specifications of the Goods within 8 (eight) days from the Delivery Date and to inform Seller in writing of any non-conformity or problem within the same period. At the end of this period, the products will be considered to have been accepted and to be void of any defect. Without prejudice to article 10 below, any claim reaching Seller after this period has elapsed, will not be accepted and may not involve Seller's liability in any way whatsoever.

9.2. If the Goods delivered do not conform to the binding Order or if they have been sent to the Buyer in error by Seller, Seller's liability shall in any case be limited to the replacement of the defective Goods. The costs incurred in returning the Goods to Seller, as well as the costs of a new delivery to the Buyer will be borne by the Seller.

9.3. If it appears that the Buyer has wrongly invoked non-conformity or error on the part of Seller, the Buyer shall be liable, ipso jure and without notice, for an indemnity for administrative costs equal to 20% of the price of the Goods in dispute, without prejudice to Seller's right to claim compensation for the losses or damages suffered by it.

10. Warranty / claims

The Seller warrants that the Goods shall be in conformity with the Binding Offer or the Order Confirmation.

Seller's warranty does not extend to any loss or damage due to improper assembly, storage or handling or failure to comply with the specifications and instructions by the Buyer and with any applicable laws and regulations.

Buyer's claims shall not release the Buyer from its obligation to pay the Seller's invoices.

Any claim of the Buyer concerning the weight, quantity, measures and/or any apparent defect of the Goods must be submitted to the Seller according to art. 9 above. In no way this obligation releases Buyer from performing the required formalities for claim towards the carrier(s).

Any claim in relation to the quality of the Goods which would not comply with the specifications as resulting from the Binding Offer or Order Confirmation must be notified to the Seller within the same eight (8) working day's period or immediately upon discovery, whichever is the first.

The Buyer shall not be entitled to return to the Seller any Good without the relevant Seller's prior written consent.

The Goods shall be deemed irrevocably accepted by the Buyer if no claim has been notified by it within the above mentioned periods.

The Seller's liability is limited, at the Seller's option, to the replacement, repair or reimbursement of the Goods.

The foregoing warranty is exclusive and in lieu of all other warranties, whether oral, written, expressed, implied or statutory. Implied warranties of merchantability or fitness or any other matter shall not apply. Buyer's remedies hereunder are solely and exclusively as stated herein. The Seller shall not be liable to the Buyer for indirect, special, punitive or consequential damages such as a loss of business and/or profits or an inability to use the Goods.

11. Force majeure

The Seller shall not be liable for any damage resulting from the non-performance of a Binding Offer or an Order Confirmation where such non performance is due to events beyond the control of the Seller, such as accidents to machinery, partial or general strikes (including strikes at the Seller's premises or at the Seller's suppliers), lock out, war or threat of war, acts of terrorism, hostilities, riots, embargoes, acts or restrictions of governmental authorities, acts of God, fire, stoppage of transportation, supply shortage (in particular of raw materials), and in general all cases of *force majeure*, as defined by the Belgian law. The Seller shall be released from its obligation to perform any part of an Order not yet performed on the date of the occurrence of a *force majeure* event as defined above.

12. Change in the Buyer's situation

The Seller shall have the right to require from the Buyer securities for payment before performing any delivery of Goods, including the right to cancel or terminate any Binding Offer or Order Confirmation or contracts in the following cases, which shall not be limitative:

- bankruptcy proceedings, reorganisation plan with creditors (whether amicable or decided by a court) and/or any other procedure evidencing the insolvency of the Buyer.
- negative advice from the Seller's credit insurer or exceeding that by the credit insurer permitted credit ceiling
- failure to respect the payment dates of only one previous invoice
- litigation of any nature between the Seller and the Buyer,
- protest of a bill of exchange or other payment guarantee.

13. Export control

The Products, including related technology or software as the case may be, were exported from the United States and/or the European Union in accordance with applicable export control laws and regulations. Diversion contrary to any such export control laws or regulations is prohibited.

The Purchaser shall be liable and shall indemnify and hold harmless the Seller from any and all liability, loss, claims, damages and costs, which the Seller may sustain or incur, arising out of or in any way connected with the Purchaser's failure to comply with its obligations under this article 13.

14. Notices

Any notice required or permitted hereunder made by either Party shall be in writing and sent by registered mail with return receipt requested at the last address of the other Party or by facsimile or e-mail confirmed by a registered mail with return receipt requested.

15. Applicable law and disputes

These General Terms and Conditions of sale and any related sales agreement shall be governed and interpreted by Belgian laws.

In the absence of an amicable settlement, the Seller and the Buyer agree on the Court of Brussels as venue for all disputes arising from any sales agreements between the parties. This provision shall not limit the right of the Seller to apply to any competent judicial authority for interim or conservatory measures and shall not exclude the Seller's right to obtain payment through debt recovery procedures. The applicability of any foreign law and of the Vienna Sales convention (April 11th, 1980) is explicitly excluded.



16 WARRANTY AND LIABILITY, DISCLAIMERS AND LIMITATIONS.

16.1 Film Products Warranties to Distributors

(a) The film Product warranties applicable to the Buyer are set forth in Appendix 1 "Product Warranty Coverage for Architectural Applications" and Appendix 2 "Product Warranty Coverage for Automotive Applications" (together the "Product Warranties") of the present Terms.

(b) Buyer hereby agrees and acknowledges that he is solely responsible for (i) providing the appropriate Product Warranty to its customers, (ii) making sure such Product Warranty is valid and enforceable according to the local laws of the country(ies) where the Products are resold, and (iii) translating the Product Warranty in case required by such local laws.

16.2 Other Non-Film Products Warranty to Buyer.

(a) The warranties for tools, equipment, and computer hardware and software supplied by Seller hereunder shall be as follows:

(i) Tools. Except as noted herein-below, all tool Products (non-film), except for Electrical Tools, are warranted by Seller against failure due to manufacturer's defect for a period of thirty (30) days from the date of delivery. Any defective merchandise must be reported to Seller within said thirty (30) days of the date of delivery. All returns must have a returned goods authorization code on the packing slip or written on the box. This code will be issued after calling Seller. Any returns that are not defect related will be subject to a restocking fee equal to 15% of the value of the merchandise.

(ii) Electrical Equipment/Tools/Devices. Except as noted herein-below, all electrical equipment/tools/devices Products are warranted by Seller against failure due to manufacturer's defect for a period of thirty (30) days from the date of delivery. Any defective merchandise must be reported to Seller within said thirty (30) days of the date of delivery for replacement at no charge. NOTE: The electrical equipment/tools/devices Products have been designed and manufactured solely pursuant to the standards and certifications applicable to such products in Seller's country of origin, and have not been provided, manufactured, designed or sold pursuant to the legal standards, certifications, regulations, laws or other legal requirements of any other country or jurisdiction. Buyer shall assume responsibility and liability for ensuring that the electrical equipment/tools/devices Products and the use and operation thereof comply with the standards, certifications, laws, regulations and other legal requirements of its location.

(iii) Equipment/Hardware and Other Non-Seller Manufactured Equipment. The warranty for any equipment/hardware and other non-Seller manufactured equipment shall be limited to the applicable manufacturer's pass-through warranty, if any, to the extent provided by the original manufacturer.

(iv) Seller Software. The warranty for any software provided by Seller shall be as provided in the applicable software license agreement for such software.

(b) Seller's obligations and liability and Buyer's remedies with respect to any defective non-film Product, shall be limited to the right of repair, or replacement, or refund of the price of such defective non-film Product or defective part thereof. Seller's obligations and liability and Buyer's remedies with respect to any defective Product, shall exclude any other damages, losses, costs or liabilities, in particular but not limited to any indirect damages such as costs of substitute procurement, loss of use, loss of profits, loss of contracts, loss of revenues, loss of business or reputation or any other financial or economical charges, expenses or loss whatsoever of the Buyer or a third party.

(c) Buyer's obligation to make payment on time for all non-film Products delivered by Seller shall not be affected by any claim made by Buyer hereunder.

17. CLAIMS.

The claims procedure for any Film Product shall be as set forth in the applicable Product Warranty for such Product as delivered to Buyer as per sections 16.1 above, and must be followed in accordance with its terms in order for Buyer to make a claim with regard to the Products.

18. INTELLECTUAL PROPERTY INFRINGEMENT.

In the event of a patent or other intellectual property infringement suit brought against Buyer, its successors or assigns, arising out of a patent infringement by Seller relating to the Products and if, as a result of such suit, a judgment is made final in a court of last resort against Buyer, its successors or assigns, Seller agrees to pay that portion of the judgment Losses only to the extent of the purchase price which shall have been paid by the Buyer, its successors and assigns to Seller for the infringing Products delivered by Seller during the last six (6) months prior to the commencement of said suit. The foregoing is conditional upon prompt notification to Seller of the commencement of such suit and Seller's having the opportunity to participate in the defense thereof on behalf of Buyer. The Foregoing states the entire obligation of Seller and the exclusive

remedy of Buyer with respect to any alleged patent, copyright, mask work, trademark, trade secret or other intellectual property infringement by any Product or part delivered by Seller. Seller shall not be liable for any Losses and Buyer will indemnify, defend with competent and experienced counsel and hold harmless the Seller Indemnified Parties from any Losses resulting from any suit or proceeding based upon a claim arising from: (a) compliance with Buyer's designs, specifications or instructions; (b) modification of the Product by a party other than Seller after delivery by Seller; (c) the use of any Product or any part thereof furnished herein in combination with any other product, or (d) the direct or contributory infringement of any process patent using any Product furnished herein.

13. TRADEMARK AND INTELLECTUAL PROPERTY USE; LOCATOR/LISTING.

Seller owns or licenses all the trademarks and copyrights related to the Products. Under no circumstances shall Buyer use any of Seller's intellectual property, without the prior written consent of Seller through a separate executed license agreement.

Sale of any Product or any part thereof by Seller does not confer upon the Buyer any license under any patent rights or copyrights.

In addition to the terms set forth in the license agreement, Buyer is prohibited from the following: (a) use of Seller's trademarks by a dealer outside of in-store advertising, without prior written permission of Seller; (b) adopting any domain name or URL identical, similar, or confusingly similar to any of Seller's trademarks; (c) selling any Products on any auction websites; (d) use of Seller's trademarks as metatags; (e) bid on key word advertising using Seller's trademarks; or (f) use of Seller's trademarks in any manner that is disparaging or that otherwise portrays Seller in a negative light.

In the case of doubt of a potential intellectual property usage, Buyer shall contact Seller for clarification.

Any Buyer failing to abide by these terms and conditions and/or the license agreement and/or Seller's Branding Policies may have their right to sell Products terminated. In the event Buyer's rights are terminated, all Products shall be returned to Seller immediately and all references to Seller and Seller's trademarks shall be removed from any printed or electronic media.

Buyer acknowledges that Seller may not include Buyer on Seller's website or dealer locator listing, and inclusion on Seller's website or listings is at the sole and absolute discretion of Seller. Buyer further acknowledges that Seller may at any time remove Buyer from such listing or website with no notice to Buyer, with or without cause, at its sole discretion.

18. BUYER'S UNDERSTANDING.

Buyer represents and warrants: (a) that it has read and understood these terms and conditions; (b) that these terms and conditions are fair and reasonable to Buyer; (c) that the party or individual placing this order on behalf of Buyer has the full power, authority and capacity to do so, and to perform the obligations contained hereunder in accordance with its terms; (d) no representations have been made or relied upon except as specifically stated in these Terms; and (e) that it shall not make any representations or warranties with regard to the Products or the Product's characteristics, quality and/or specifications except as provided by Seller, and Buyer shall not modify or deviate, either in written form or verbally, from such representations or warranties given by Seller with regard to the Products.

19. TERM; SURVIVAL.

These Terms shall remain in effect until expiration, termination or cancellation of the order, unless expressly terminated in writing by Seller and Buyer. The rights and obligations of the parties under these Terms which by their nature would continue beyond the termination, cancellation or expiration of the order including, without limitation, warranty, indemnification, intellectual property rights, shall survive such termination, cancellation or expiration and shall thereafter bind the parties and their successors and assigns.



APPENDIX 1 Solar Gard® Product Warranty Coverage for Architectural Application

This document sets out the terms of warranty coverage, warranty claims and warranty payment for the Solar Gard architectural films (the "Products") supplied to the Buyer by Saint-Gobain Innovative Materials / Solar Gard (hereinafter referred to as "SGIMB/SG"). For the purposes of this coverage there are two forms of warranty coverage:

- A. Pre-Installed Product Warranty (Out of Box Warranty)
- B. Installed Product Warranty

A. OUT OF BOX

1. Warranty Coverage

(a) In the unlikely event that the Product purchased should experience distortion or end of roll damage, or any other failure due to manufacturer's defect, SGIMB/SG will provide replacement film 1 for 1.

(b) The limited product warranty applies to (i) Buyer, (ii) Any individual, company, business or dealer that purchases the film from Buyer.

2. Scope of Coverage

This limited warranty applies to Product that has not yet been installed and is still in its original protective packaging as provided by SGIMB/SG. SGIMB/SG's warranty does not cover failures or defects resulting, directly or indirectly from:

- (i) Improper film handling, storage or shipping;
- (ii) Any other acts, occurrences, defects, faults or damages not associated with the manufacture of SGIMB/SG window films.

(b) SGIMB/SG's Out of Box warranty excludes any other representation or warranty of SGIMB/SG with respect to Products. In particular, SGIMB/SG declines any warranty or liability for implied assumptions on merchantability or fitness for a particular purpose, or on specific performance beyond or apart from those expressed in SGIMB/SG's relevant commercial and technical documentation for the Products.

(c) In the event of any defect in, or failure of, the Product, or in the event the Product fails to perform as represented or expected, SGIMB/SG's sole and exclusive obligation is to provide replacement film subject to the limitations set forth in this warranty and to the exclusion of any other remedy. SGIMB/SG's obligations and liability with respect to any defective Product, shall exclude any other damages, losses, costs or liabilities, in particular but not limited to any indirect damages such as costs of substitute procurement, loss of use, loss of profits, loss of contracts, loss of revenues, loss of business or reputation or any other financial or economical charges, expenses or loss whatsoever.

3. Severability

In the event that any provision of this limited warranty or the application thereof is, to any extent, held invalid or unenforceable, then the other provisions of this limited warranty shall remain in full effect.

4. Documentation and Timing of Warranty Claims

(a) All warranty claims submitted by the Buyer to SGIMB/SG must have the following documentation. It is the responsibility of the Buyer to implement and maintain a documentation system with their dealers that will yield the following information :

- (i) Product Type and SKU
- (ii) Product Roll Number
- (iii) A sample no smaller than 8" x 11", clearly identifying the defect
- (iv) Explanation of how many square feet of the box of film is affected
- (b) All warranty claims must be submitted by the dealer to the Buyer no later than 75 days from the date of delivery of the Products.
- (c) All warranty claims must be submitted monthly at once by the Buyer to SGIMB/SG no later than 45 days from the date that the Buyer received the claim.
- (d) All warranty claims to be submitted to the country sales representative for the Buyer.
- (e) SGIMB/SG reserves the right to request the remainder of the defective film be returned to SGIMB/SG. Inability to produce remainder of defective film may affect warranty claim.
- (f) WARRANTIES THAT ARE NOT LEGIBLE AND/OR DO NOT PROVIDE COMPLETE INFORMATION MAY DELAY PROCESSING OF WARRANTY CLAIMS.

5. Warranty Payment

- (a) After the Buyer has submitted a warranty claim to SGIMB/SG, SGIMB/SG has 30 days to acknowledge and question the claim. Both parties shall make their best efforts to resolve any issues arising from the warranty claim. After any issues have been resolved SGIMB/SG will credit the Buyer within 30 days of said resolution.
- (b) Credit shall be in the form of film cost at the original time of purchase 1 for 1 for only quantity of film affected by the defect.
- (c) SGIMB/SG reserves the right to question and/or refuse warranty claims on reasonable grounds.
- (d) Grounds for questioning or refusal may include but not be limited to: (i) Incorrect documentation, (ii) Lateness of claim, (iii) Rate of claims exceeding historical levels

6. General

THIS LIMITED WARRANTY CAN ONLY BE MODIFIED BY A WRITTEN AGREEMENT SIGNED BY AN OFFICER OF SGIMB/SG.

B. INSTALLED

The following table summarizes the type of warranty offered for each film.

Solar Control Films

	Warranty period	Warranted against excessive or unusual change of colour
Ecolux™	16 Years	Yes
LX	16 Years	Yes
Sterling	12 Years	Yes
Stainless Steel, Slate, ULR	12 Years	Yes
Solar Bronze	12 Years	Yes
Silver	12 Years	Yes
TrueVue™	12 Years	No
Aluminium (*)	7 Years	No
Silver Ag Low-E (**)	12 Years	No
Decorative	10 Years	No
Graffitigard	5 Years	No

*Silver/Grey 20, Grey/Silver 20, Grey/Silver 15, Grey/Silver/Grey 10, Bronze/Silver/Bronze 10
 **Silver AG 50 Low E, Silver AG 25 Low E

Safety & Security Films

	Warranty period	Warranted against excessive or unusual change of colour
LX	16 Years	Yes
Stainless Steel	12 Years	Yes
Solar Bronze	12 Years	Yes
Silver	12 Years	Yes
Clear	12 Years	Yes

Outside Weatherable Films (OSW)

	Vertical application warranty period	Horizontal application warranty period	Warranted against excessive or unusual change of colour
Sentinel™ Plus OSW	7 Years	5 Years	Yes
Graffitigard	3 Years	Not Applicable	No

1. Intended Use / Intended Product Purpose or Functionality

The intended purpose and functionalities of any Product are as described in SGIMB/SG relevant commercial and technical material for said Product, as delivered with the installed Product. No fitness for other purpose or other functionality of the Product can be expected. Commercial and technical materials for said Products are also available at: <http://www.solargard.eu>.

2. Warranty Coverage

- (a) SGIMB/SG warrants (i) all Products against adhesive failure, bubbling, cracking/crazing, delamination, demetalization, peeling or other manufacturer's defect and (ii) some Products (as indicated in the chart above) against excessive or unusual change of color; provided and on the condition that the Products were properly sold and installed on appropriate glass surface in accordance with all recommended installation procedures, and subject to the conditions described below in the "Not Covered by Warranty" section 4.
- (b) The limited product warranty applies to: (i) Buyer, (ii) Any individual, company, business or dealer that purchases the film from Buyer

3. Warranty Period

This warranty coverage begins on the date the Product was installed and extends for the period of time applicable for the particular Product as indicated in the applicable box in the chart herein- above.

4. Damages to Products not covered by warranty

- This warranty does not cover any damage to the Product resulting, directly or indirectly from any one or more of the following:
 1. Normal wear and tear of the Product
 2. Improper film installation, improper film-to-glass application, improper film-care, maintenance or cleaning
 3. Product abuse
 4. Hanging or suspension of weight on the Product e.g., a suction cup
 5. Glass breakage or window seal failure;
 6. The quality of the installation performed by the independent window film dealer ;
 7. Failure of the foundation, movement of the wall or settlement of the building in or on which the Product is installed
 8. Falling objects, scraping or other damage to any part of the Product
 9. Contact with or exposure to chemicals or foreign substances of a corrosive nature
 10. Earthquakes, tornadoes, hurricanes or other acts of God, explosions, fires, riots or similar disturbances, or theft or break in
 11. Fading or color change of furnishings, draperies or interior items not caused by a defect in the Product (the nature of fabrics and dyes can contribute to fading)
 12. Non-architectural applications and non-complying film uses

13. Excessive change in color of the film unless specified in the table above

14. Any other acts, occurrences, defects, faults or damages not associated with the manufacture of SGIMB/SG window films or for the quality of workmanship of the glass, or insulated glass (IG) units.

5. Sole and Exclusive Warranty

THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY SGIMB/SG FOR THE PRODUCTS. THIS WARRANTY IS GIVEN IN LIEU OF AND REPLACES ALL OTHER WARRANTIES, SUCH AS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OTHER THAN THE QUALITIES AND FUNCTIONS DESCRIBED HEREIN OR IN SGIMB/SG COMMERCIAL AND TECHNICAL MATERIAL AND AS KNOWN IN THE MARKET.

6. Remedies

(a) SGIMB/SG's SOLE AND EXCLUSIVE OBLIGATION UNDER THIS WARRANTY IS TO PROVIDE REPLACEMENT FILM SUBJECT TO THE LIMITATIONS SET FORTH IN THIS WARRANTY.

(b) In the event that it is necessary to replace defective Product, any such replacement will not extend the duration of this warranty coverage.

7. Documentation and Timing of Warranty Claims

(a) All warranty claims submitted by the Buyer to SGIMB/SG must have the following documentation. It is the responsibility of the dealer to implement and maintain a documentation system with their customers that will yield the following information.

(b) FILM INFORMATION

- Film Type
- Roll Number
- Date of original install
- Re-install date
- Address of building
- Commercial or residential application
- Number and size of windows of original install
- Number and size of windows affected
- Cost of Film affected by defect
- Contact details for dealer who performed original installation
- Contact details for dealer who performed the re-installation

(c) All warranty claims must be submitted by the Buyer no later than 45 days from the date that the dealer received the claim.

(d) All warranty claims must be submitted monthly at once by the Buyer to SGIMB/SG no later than 75 days from the date that the Buyer received the claim.

(e) All warranty claims to be submitted to the country sales representative for the Buyer.

(f) SGIMB/SG reserves the right to request the defective film be sent to SGIMB/SG. Inability to produce defective film may affect warranty claim.

(g) WARRANTIES THAT ARE NOT LEGIBLE AND/OR DO NOT PROVIDE COMPLETE INFORMATION MAY DELAY PROCESSING OF WARRANTY CLAIMS.

8. Warranty Payment

- (a) After the Buyer has submitted a warranty claim to SGIMB/SG, SGIMB/SG has 30 days to acknowledge and question the claim. Both parties shall make their best efforts to resolve any issues arising from the warranty claim. After any issues have been resolved SGIMB/SG will credit the Buyer within 30 days of said resolution.
- (b) Credit shall be in the form of film cost at the original time of purchase 1 for 1 for only the quantity of film affected by the defect and which had to be replaced by dealer.
- (c) SGIMB/SG reserves the right to question and/or refuse warranty claims on reasonable grounds.

(d) Grounds for questioning or refusal may include but not be limited to:

- Incorrect documentation
- Lateness of claim
- Rate of claims exceeding historical levels

9. General

THIS LIMITED WARRANTY CAN ONLY BE MODIFIED BY A WRITTEN AGREEMENT SIGNED BY AN OFFICER OF SGIMB/SG.

Company Name Buyer _____

Print Name _____

Print Title _____

Date _____

Signature _____

APPENDIX 2 Solar Gard® Product Warranty Coverage For Automotive Application

This document sets out the terms of warranty coverage, warranty claims and warranty payment for the Solar Gard automotive films (the "Products") supplied to the Buyer by Saint-Gobain Innovative Materials Belgium/Solar Gard NV (hereinafter referred to as "SGIMB/SG").

For the purposes of this coverage there are two forms of warranty coverage:

- A. Pre-Installed Product Warranty (Out of Box Warranty)
- B. Installed Product Warranty

A. OUT OF BOX

1. Warranty Coverage

(a) In the unlikely event that the Product purchased should experience distortion or end of roll damage, or any other failure due to manufacturer's defect, SGIMB/SG will provide replacement film 1 for 1.

(b) The limited product warranty applies to (i) Buyer, (ii) Any individual, company, business or dealer that purchases the film from Buyer.

2. Scope of Coverage

(a) This limited warranty applies to Product that has not yet been installed and is still in its original protective packaging as provided by SGIMB/SG. SGIMB/SG's warranty does not cover failures or defects resulting, directly or indirectly from:

- (i) Improper film handling, storage or shipping;
- (ii) Any other acts, occurrences, defects, faults or damages not associated with the manufacture of SGIMB/SG window films.

(b) SGIMB/SG's Out of Box warranty excludes any other representation or warranty of SGIMB/SG with respect to Products. In particular, SGIMB/SG declines any warranty or liability for implied assumptions on merchantability or fitness for a particular purpose, or on specific performance beyond or apart from those expressed in SGIMB/SG SGIMB/SG's relevant commercial and technical documentation for the Products.

(c) In the event of any defect in, or failure of, the Product, or in the event the Product fails to perform as represented or expected, SGIMB/SG's sole and exclusive obligation is to provide replacement film subject to the limitations set forth in this warranty and to the exclusion of any other remedy. SGIMB/SG's obligations and liability with respect to any defective Product, shall exclude any other damages, losses, costs or liabilities, in particular but not limited to any indirect damages such as costs of substitute procurement, loss of use, loss of profits, loss of contracts, loss of revenues, loss of business or reputation or any other financial or economical charges, expenses or loss whatsoever.

3. Severability

In the event that any provision of this limited warranty or the application thereof is, to any extent, held invalid or unenforceable, then the other provisions of this limited warranty shall remain in full effect.

4. Documentation and Timing of Warranty Claims

(a) All warranty claims submitted by the Distributor to SGIMB/SG must have the following documentation. It is the responsibility of the Buyer to implement and maintain a documentation system with their dealers that will yield the following information:

- (i) Product Type and SKU
- (ii) Product Roll Number
- (iii) A sample no smaller than 8" x 11", clearly identifying the defect
- (iv) Explanation of how many square feet of the box of film is affected

(b) All warranty claims must be submitted by the dealer to the Buyer no later than 75 days from the date of delivery of the Products.

(c) All warranty claims must be submitted monthly at once by the Buyer to SGIMB/SG no later than 45 days from the date that the Buyer received the claim.

(d) All warranty claims to be submitted to the country sales representative for the Buyer.

(e) SGIMB/SG reserves the right to request the remainder of the defective film be returned to SGIMB/SG. Inability to produce remainder of defective film may affect warranty claim.

(f) **WARRANTIES THAT ARE NOT LEGIBLE AND/OR DO NOT PROVIDE COMPLETE INFORMATION MAY DELAY PROCESSING OF WARRANTY CLAIMS.**

5. Warranty Payment

(a) After the Buyer has submitted a warranty claim to SGIMB/SG, SGIMB/SG has 30 days to acknowledge and question the claim. Both parties shall make their best efforts to resolve any issues arising from the warranty claim. After any issues have been resolved SGIMB/SG will credit the Buyer within 30 days of said resolution.

(b) Credit shall be in the form of film cost at the original time of purchase 1 for 1 for only quantity of film affected by the defect.

(c) SGIMB/SG reserves the right to question and/or refuse warranty claims on reasonable grounds.

(d) Grounds for questioning or refusal may include but not be limited to:

- (i) Incorrect documentation
- (ii) Lateness of claim
- (iii) Rate of claims exceeding historical levels

6. General

THIS LIMITED WARRANTY CAN ONLY BE MODIFIED BY A WRITTEN AGREEMENT SIGNED BY AN OFFICER OF SGIMB/SG.

B. INSTALLED

The following table summarizes the type of warranty offered for each film.

	Warranty period:	Warranted against demetalization:	Warranted against excessive or unusual colour change:
Ultra Performance	10 Years	No	Yes
LX	10 Years	No	Yes
Quantum®	10 Years	Yes	Yes
HP Supreme	10 Years	Yes	Yes
HP Titanium	10 Years	Yes	Yes
NR Supreme	10 Years	No	Yes
Galaxie™	10 Years	No	Yes
HP Charcoal	7 Years	Yes	No
HP Smoke® Plus	5 Years	Yes	No
NR Charcoal	7 Years	No	No
NR Smoke® Plus	5 Years	No	No
Graffitigard	5 Years	No	No
Ulragard UV	5 Years	No	No

The following table summarizes the type of warranty offered for the different types of Paint Protection Film :

	Clearshield and CSP Paint Protection
Warranty period:	5Years
Warranted against demetalization:	No
Warranted against excessive or unusual colour change:	Yes

1. Intended Use / Intended Product Purpose or Functionality

The intended purpose and functionalities of any Product are as described in Saint-Gobain Solar Gard relevant commercial and technical material for said Product, as delivered with the installed Product. No fitness for other purpose or other functionality of the Product can be expected. Commercial and technical materials for said Products are also available at: <http://www.solargard.eu>

2. Warranty Coverage

(a) SGIMB/SG warrants all Products against adhesive failure, bubbling, cracking/crazing, delamination, peeling or other manufacturer's defect and some Products (see chart above) against demetalization and/or change of color.

(b) This limited Product warranty applies to:

- (i) Buyer
- (ii) Any individual, company, business or dealer that purchases the film from Buyer

3. Warranty Period

This warranty coverage begins on the date the Product was installed and extends for the period of time applicable for the particular Product as indicated in the applicable box of the chart above. This warranty terminates upon any sale of the automobile.

4. Damages to Products not covered by Warranty

This warranty does not cover any damage to the Product resulting, directly or indirectly from any one or more of the following:

- (i) Improper film installation, improper film application, improper film-care, maintenance or cleaning, abuse, or glass breakage;
- (ii) The quality of the installation performed by the window film dealer;
- (iii) Non-automotive applications and non-complying film uses; and
- (iv) Any other acts, occurrences, defects, faults or damages not associated with the manufacture of SGIMB/SG window films.

5. Sole and Exclusive Warranty

THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY SGIMB/SG FOR THE PRODUCTS. THIS WARRANTY IS GIVEN IN LIEU OF AND REPLACES ALL OTHER WARRANTIES, SUCH AS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OTHER THAN THE QUALITIES AND FUNCTIONS DESCRIBED HEREIN OR IN SGIMB/SG COMMERCIAL AND TECHNICAL MATERIAL AND AS KNOWN IN THE MARKET.

6. Remedies

(a) SGIMB/SG's SOLE AND EXCLUSIVE OBLIGATION UNDER THIS WARRANTY IS TO PROVIDE

REPLACEMENT FILM SUBJECT TO THE LIMITATIONS SET FORTH IN THIS WARRANTY.

(b) In the event that it is necessary to replace defective Product, any such replacement will not extend the duration of this warranty coverage.

7. Severability

In the event that any provision of this limited warranty or the application thereof is, to any extent, held invalid or unenforceable, then the other provisions of this limited warranty shall remain in full effect.

8. Documentation and Timing of Warranty Claims

(a) All warranty claims submitted by Buyer to SGIMB/SG must have the following documentation. It is the responsibility of the dealer to implement and maintain a documentation system with their customers that will yield the following information.

(b) **FILM INFORMATION**

- Film Type
- Roll Number
- Date of original install
- Re-install date
- Location of install
- Eyebrow
- Front Side Windows
- Rear Side Windows
- Back Window
- Cost of Film affected by defect

(c) All warranty claims must be submitted by the dealer to Buyer no later than 45 days from the date that the dealer received the claim.

(d) All warranty claims must be submitted monthly at once by Buyer to SGIMB/SG no later than 45 days from the date that Buyer received the claim.

(e) All warranty claims to be submitted to the country sales representative for Buyer.

(f) SGIMB/SG reserves the right to request the defective film be sent to SGIMB/SG. Inability to produce defective film may affect warranty claim.

(g) **WARRANTIES THAT ARE NOT LEGIBLE AND/OR DO NOT PROVIDE COMPLETE INFORMATION MAY DELAY PROCESSING OF WARRANTY CLAIMS.**

9. Warranty Payment

(a) After Buyer has submitted a warranty claim to SGIMB/SG, SGIMB/SG has 30 days to acknowledge and question the claim. Both parties shall make their best efforts to resolve any issues arising from the warranty claim. After any issues have been resolved SGIMB/SG will credit Buyer within 30 days of said resolution.

(b) Credit shall be in the form of film cost at the original time of purchase 1 for 1 for only the quantity of film affected by the defect and which had to be replaced by dealer.

(c) SGIMB/SG reserves the right to question and/or refuse warranty claims on reasonable grounds.

(d) Grounds for questioning or refusal may include but not be limited to:

- Incorrect documentation
- Lateness of claim
- Rate of claims exceeding historical levels

10. General

THIS LIMITED WARRANTY CAN ONLY BE MODIFIED BY A WRITTEN AGREEMENT SIGNED BY AN OFFICER OF SGIMB/SG.

Company Name Buyer _____

Print Name _____

Print Title _____

Date _____

Signature _____