

I. 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 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 the 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.

II. Specific Sales Terms and Conditions

A. Specific conditions of sale – general

These special sales conditions (the "Special conditions") supplement the General sales conditions and apply to all agreements entered into between Saint-Gobain Innovative Materials Belgium SA / Solar Gard Zulte ("SGIMB/SG") and each customer (the "Buyer") with regard to the sale of products manufactured and / or sold by the SGIMB/SG (the "Goods"), but also the provision of any services. They can be subjected to later adjustments. In the event of conflict with the General Terms and Conditions, these Special Terms and Conditions take precedence.

B. Delivery

B1 In the event of non-delivery of the goods within three (3) months after a certain date, the Buyer has the right to invoke this delivery delay to request the cancellation of her order to the exclusion of any compensation provided he is within has informed SGIMB / SG of his intention by fax, letter, electronic mail or any other means of telecommunication that fifteen (15) days after the expiry of the three (3) months that results in a written document on the part of SGIMB/SG.

SGIMB/SG must either accept the request for dissolution within fifteen (15) days after this notification or undertake to deliver within thirty (30) days; if he does not fulfill this obligation, the Buyer has the right to cancel his order by means of a notification addressed to SGIMB/SG.

B2 When a delay in delivery is caused by circumstances as stated in Article 11 of the General Terms and Conditions and when such cause occurs before or after the agreed delivery time, both parties will jointly agree a new acceptable delivery date, taking into account the specific circumstances.

B3 If the Buyer cannot accept the delivery on the date stated in the contract or if a delayed delivery is caused by an action or omission (including without limitation changes to specifications) from the Buyer, the Buyer will nevertheless promptly make the payment as if it were that the goods were delivered. SGIMB/SG will arrange storage of the goods at the expense and risk of the Buyer.

B4 SGIMB/SG reserves the right to make partial deliveries of the goods stated on the order confirmation. In the event of partial delivery, partial payment is due.

C. Acceptance of goods and claims

C1 The acceptance of the goods at the time of delivery covers all visible defects.

C2 Complaints for defects that are visible during delivery must be reported by the Buyer in writing to SGIMB/SG in accordance with the applicable guarantee procedure within three (3) days following the delivery.

C3 The Buyer will check and test the goods before using them. Complaints for hidden defects can only be considered if the defects come to light within a period of six (6) months following delivery, and within three (3) days following their discovery in writing and in accordance with the applicable warranty procedure to be notified to SGIMB/SG.

C4 In the event of complaints as stipulated in Articles C2 and C3 of the Special Terms and Conditions of Sale, the Buyer gives SGIMB/SG the opportunity to inspect and remedy them.

C5 Goods that show defects may not be returned by the Buyer, unless with the express written approval of SGIMB/SG.

C6 Subject to an express written agreement, SGIMB/SG does not guarantee any special use or processing application. Specifications, descriptions and illustrations that may have been included in the documentation of SGIMB/SG do not bind SGIMB/SG and, unless expressly agreed otherwise, form a direct or indirect part of the contract with the Buyer.

D. Responsibilities

D1 Under the conditions specified below, SGIMB/SG undertakes to remedy defects that reduce the usability of the goods or services and that arise from an inadequate design, material or production of SGIMB/SG.

If a defect, reported in accordance with Article C2 and C3 of the Special Terms and Conditions of Sale, has been demonstrated, SGIMB/SG will investigate how the defect (the defects) can be remedied or have the defective goods replaced.

The same terms and conditions then apply to repaired or replaced goods as those that apply to the originally delivered goods.

D2 SGIMB/SG is in no way liable for defects resulting from poor storage, handling by the Buyer, abnormal use of the goods or transformation of the goods by the Buyer or as a result of climatic conditions. Nor is SGIMB/SG liable for defects in goods supplied by the Buyer, defects in any design or specification imposed, made or made by the Buyer, disassembly or adjustment or in the instructions imposed by the Buyer. SGIMB/SG is not liable for complaints due to improper application of the goods by the installer or due to improper maintenance. The Buyer undertakes to indemnify and hold harmless SGIMB/SG for any defect in any design or specification imposed by the Buyer, in particular its conflict with any legal or regulatory requirement.

D3 Without prejudice to the foregoing, the liability of SGIMB/SG for damage that would result from the delivered goods or services, or from the safekeeping of goods entrusted to SGIMB/SG, is in any case and even in the event of serious fault on the part of SGIMB/SG, limited to the amount of the contract, being the price of the goods or services to be delivered, excluding any other compensation. Under no circumstances will SGIMB/SG be liable for indirect damage such as loss of profit, loss of production, increased production costs, loss

of turnover, damage suffered by third parties, and in general any consequential damage.

D4 Upon resale of the goods, whether processed or not, the Buyer undertakes to compensate and indemnify SGIMB/SG at the first request for all other damage (and damage suffered by third parties) to which SGIMB/SG would be liable, if and to the extent that they exceed the amount stated in Article D3 of the Special Conditions of Sale.

D5 The Buyer must at all times compensate SGIMB/SG, regardless of whether any fault or negligence on the part of the Buyer can be demonstrated, for any damage or claim for damage suffered or caused by the goods entrusted by the Buyer to SGIMB/SG, as well as for claims against SGIMB/SG, on whatever legal basis, under the Purchaser's contract with a third party to the extent such claims exceed the liability of SGIMB/SG vis-à-vis the Purchaser.

D6 Without prejudice to the foregoing, the liability of SGIMB/SG for physical damage caused by the defective goods or services is governed by Belgian law

D7 The Buyer undertakes to immediately inform SGIMB/SG as soon as he is aware of a patent on which the goods constitute an infringement.

If a claim is made against the Buyer for patent infringement by offering, importing, stocking, selling and / or using the goods of SGIMB/SG, the Buyer must immediately inform SGIMB/SG thereof in writing and Allow SGIMB/SG to take on the defense in the proceedings.

If the Buyer has to pay damages on the basis of a final decision by virtue of a patent infringement by the goods supplied by SGIMB/SG, SGIMB/SG can only be sued by the Buyer to pay part of this compensation, namely an amount equal to the sum of the selling prices of the infringing goods delivered to the Buyer during the last six (6) months preceding the claim.

SGIMB/SG accepts no liability or responsibility for any special use or special application that the Buyer or a third party would make of the Goods and that would violate any rights of third parties.

Nor can SGIMB/SG be held liable for infringements of a patent of which SGIMB/SG had no knowledge, but of which the Buyer did know.

E. Payments

E1 All SGIMB/SG invoices are payable at the place, time and under the conditions specified on the order confirmation or invoice. Unless otherwise specified, the payment must reach SGIMB/SG before the thirtieth (30th) day of the month following the invoice date.

Unless the Purchaser has an immediately enforceable court decision for this, the Purchaser is under no circumstances entitled to implement deductions or reductions on invoices from SGIMB/SG or to compensate amounts that the Purchaser claims for whatever reason with invoices from SGIMB/SG

E2 Subject to any other claim from SGIMB/SG, interest is automatically and without notice of default for every invoice or part thereof that is unpaid on the due date, ie a reference rate plus seven (7) percentage points and rounded to the higher percentage point. The reference rate is the interest rate used by the European Central Bank on its most recent refinancing operations that were carried out before the first calendar day of the half year in question.

In addition, all outstanding invoices on the Buyer will become immediately due and payable at that time and SGIMB/SG will have the right to suspend the execution of current contracts without prior notice of default.

E3 In addition, any amount that is not paid on the due date is automatically and without proof of default increased by a fixed amount that is due as lump sum compensation for administrative costs, caused by the collection measures according to article 7.2 in fine of the General Terms and Conditions of Sale.

E4 Furthermore, in the event of non-payment within one (1) month after the due date, SGIMB/SG has the right to terminate all current contracts with the Buyer by registered letter, which will have effect on the day of shipment.

E5 SGIMB/SG is entitled to demand security for payment at its own discretion and satisfaction. If SGIMB/SG has serious doubts about the solvency of the Buyer, or if the Buyer cannot provide sufficient security, SGIMB/SG is entitled:

E5.1 suspend all further services and deliveries to the Buyer under all current contracts;

E5.2 concerning the goods that have already been sent, to take all necessary measures to prevent the goods from coming into the possession of the Buyer and to safeguard the rights of SGIMB/SG.

E6 All prepayments made by the Buyer always count as payments and do not constitute a deposit.

F. Retention of title and resale

F1 The risks of the goods are transferred to the Buyer at the time of delivery of the goods.

F2 The Buyer is only entitled to resell the goods if a separate agreement has been concluded for the purpose of resale or distribution.

In this case, the retention of title also applies to the delivered goods that were transferred to third parties.

If by virtue of the law the retention of title is canceled by the transfer of goods to third parties, the Buyer must, at the simple request of SGIMB/SG, transfer to the latter all claims that the Buyer has against the transferee of the goods.

SGIMB/SG undertakes not to collect these debts insofar as the Purchaser fulfills his payment obligations correctly.

F3 In the event of SGIMB/SG taking back the goods, the advances paid will remain definitively acquired by SGIMB/SG

F4 In the event of seizure or other interventions by third parties on the goods, the Buyer will immediately inform SGIMB/SG of this, so that SGIMB / SG can oppose this and assert its property rights.

F5 It is expressly provided that the provisions of this article also apply in the event of a collective debt settlement with the Buyer.

G. Subcontracting

SGIMB/SG may outsource the production of goods in whole or in part.

H. Revision of Price

H1 In the event of suspension of the delivery of the goods at the request of the Buyer or due to the unsuitability or inaccuracy of the instructions of the Buyer, or in the event of a change of any specification after the order confirmation, any price stated by SGIMB/SG may be increased to cover additional costs or expenses incurred by SGIMB/SG as a result.

H2 If the Buyer does not clearly and correctly state to SGIMB/SG the type of Goods, including the manufacture, brand and quality of the goods to which the Goods are applied and / or fails to supply SGIMB/SG give correct and complete instructions for processing, including the required specification, the Buyer will be liable for all additional costs or expenses incurred by SGIMB/SG and for any loss of profit, loss of revenue or loss of use of available capacity , incurred by SGIMB/SG as a direct or indirect consequence of this.

H3 The Buyer shall bear all costs, charges and expenses in connection with letters of credit, the transfer of cash to SGIMB/SG and the release of any shipping document.

H4 SGIMB/SG may, by notifying the Buyer, revise a specified price at any time to reflect an increase in labor, material, energy or other manufacturing and transportation costs.

H5 When exceptional prices are specified including delivery and / or collection of the goods to and / or from a delivery address outside Belgium, any increase between the date of the contract and the date of delivery and / or collection (as appropriate) of insurance, packaging or freight costs, import duties, domestic taxes or other charges resulting from the delivery of the goods together with all costs of transport and / or deviation in the route are paid by the Buyer.

I. Confidential Information

All specifications, drawings, technical descriptions and data provided together with the quotation from SGIMB/SG or delivered to the Buyer under the contract are given in confidence. The Purchaser must keep this information confidential and not disclose it to a third party without the prior written consent of SGIMB/SG and only use it for the purposes of the contract. Nothing in this article shall prevent SGIMB/SG from supplying or issuing price quotes to third parties that are similar to or aim to achieve the same results as the goods or services delivered under this contract.

J. Order cancellation

No order placed by the Buyer and accepted by SGIMB/SG can be canceled or changed by the Buyer. This is only possible with the express written permission of SGIMB/SG. The Buyer will then be responsible for all losses (including loss of profit), damage and costs incurred and incurred by SGIMB/SG as a result of canceling or adjusting the order. The loss of profit in case of cancellation of the order is fixed at fifty percent (50%) of the price of the order.

K. 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.

L. liability, disclaimers and limitations for resellers and distributors

L1. The film Product warranties applicable to the Buyer are set forth in Appendix 1 “Product Warranty Coverage for Architectural Applications”, Appendix 2 “Product Warranty Coverage for Automotive Applications” and Appendix 3 “Product Warranty Coverage for non-film Products” (together the “Product Warranties”) of the present Terms.

L2. 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.

L3. Buyer represents and warrants:

- (i) that it has read and understood these terms and conditions;
- (ii) that these terms and conditions are fair and reasonable to Buyer;
- (iii) 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;
- (iv) no representations have been made or relied upon except as specifically stated in these Terms; and
- (v) 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.

APPENDIX 1 Solar Gard® Limited Lifetime 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 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 provided Buyer is approved as reseller by SGIMB/SG.

2. Scope of Coverage

(a) This limited warranty applies to Product not yet installed and that 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 at least 20*30 cm, 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 to the Buyer no later than 75 days from the date of delivery of the Products.

(c) All warranty claims must be submitted by the Buyer to SGIMB/SG no later than 15 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 PRODUCTS

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

Solar Control Films			Warranted against excessive or unusual change of colour
	Warranty period		
Ecolux™	16 Years		Yes
LX	16 Years		Yes
Sterling	12 Years		Yes
Stainless Steel	12 Years	Slate, ULR	Yes
Solar Bronze			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			Warranted against excessive or unusual change of colour
Solar Gard	Warranty period		
Armocorcoat			
8 mil 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
Sentinel™ Plus OSW	7 Years	5 Years	Yes
Sentinel™ OSW	5 Years	3 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 **installed Product** from Buyer or from a professional approved installer who purchases Product from Buyer provided Buyer is approved as reseller by SGIMB/SG.

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, multiple layers on top of each other, partial coverage of the window, improper film-to-glass application, incorrect or wrong identification/verification of the glass surface (in particular the presence of water repellent coatings)
- 3. improper film-care, maintenance or cleaning.
- 4. Product abuse
- 5. Hanging or suspension of weight on the Product e.g., a suction cup
- 6. Glass breakage or window seal failure;
- 7. The quality of the installation
- 8. Failure of the foundation, movement of the wall or settlement of the building in or on which the Product is installed
- 9. Falling objects, scraping or other damage to any part of the Product
- 10. Contact with or exposure to chemicals or foreign substances of a corrosive nature

- 11. Earthquakes, tornadoes, hurricanes or other acts of God, explosions, fires, riots or similar disturbances, or theft or break in
- 12. 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)
- 13. Non-architectural applications and non-complying film uses
- 14. Excessive change in color of the film unless specified in the table above
- 15. 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 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 to the Buyer no later than 45 days from the date that the problem was noticed.

(d) All warranty claims must be submitted by the Buyer to SGIMB/SG no later than 15 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 2 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

Function

Date

Signature.....

APPENDIX 2 Solar Gard® Limited Lifetime 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 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 provided Buyer is approved as reseller by SGIMB/SG/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 at least 20*30 cm, 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 to the Buyer no later than 75 days from the date of delivery of the Products.

(c) All warranty claims must be submitted by the Buyer to SGIMB/SG no later than 15 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 PRODUCTS

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	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	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) Buyer, (ii) Any individual, company, business or dealer that purchases installed Product from Buyer or from a professional approved installer who purchases Product from Buyer provided Buyer is approved as reseller by SGIMB/SG.

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; 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 to the Buyer no later than 45 days from the date that the problem was noticed.

(d) All warranty claims must be submitted by the Buyer to SGIMB/SG no later than 15 days from the date that the 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 2 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

Function

Date

Signature.....

Appendix 3 Other Non-Film Products Warranty

1. 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.

2. 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.

3. 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.

Company
Name
Function
Date
Signature.....

