

Solar Gard® ByDESIGN Product Limited Warranty



1. DEALER: Please initial the box of the film type purchased where indicated and installation location where applicable:

	Modern Polyester Series	Modern Vinyl Series	Classic Polyester Series	Print Series
Dealer Initial Appropriate Box:				
Warranty Period:	7 years	7/5 years	5 years	1 year
Installation location:	Interior Only	Interior/Exterior	Interior Only	Interior Only

2. Warranty Coverage: Saint-Gobain Solar Gard LLC ("SGSG") warrants all SGSG Solar Gard® Decorative Films (the "Product") against adhesive failure, bubbling, peeling, or other manufacturer's defect; provided and on the condition that the Product was properly sold and installed on an appropriate glass surface by an authorized dealer in accordance with all recommended installation procedures, and subject to the conditions described below in the "Not Covered by Warranty" Section 7.

For ByDesign Modern and Print Series films, SGSG will provide replacement Product only, no other costs are included.

For ByDesign Classic Series films (Clear Frost, White Opaque & Black Opaque), SGSG will provide replacement Product and reasonable labor charges to an authorized warranty servicing dealer. Dealer warranty claim payments are limited to the amount set forth in the SGSG Dealer Warranty Claims Pay-Out Schedule not to exceed the original invoice amount. For purposes of this warranty, the original invoice amount includes the price of the Product and installation labor paid at the time of the initial installation.

3. Covered Persons/Companies: This warranty is provided and applies only to the consumer who originally purchased the Products from a SGSG window film distributor or dealer. **This warranty is the sole and exclusive warranty provided by SGSG to the persons and entities described below for the Products purchased. This warranty is not transferable from the original consumer.**

4. Warranty Period: This warranty coverage begins on the date the Product was installed and extends for the time applicable for the particular Product as indicated in the applicable box in section 1 above.

5. Limitations: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY SGSG FOR THE PRODUCT PURCHASED. THIS WARRANTY IS GIVEN IN LIEU OF, AND SUPERSEDES AND REPLACES, ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND/OR AGREEMENTS, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES IMPLIED BY LAW, SUCH AS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

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, SGSG'S SOLE AND EXCLUSIVE OBLIGATION IS TO PROVIDE REPLACEMENT FILM AND PAY FOR REPLACEMENT LABOR SUBJECT TO THE LIMITATIONS SET FORTH IN THIS WARRANTY; PROVIDED, THAT IF THE SAME PRODUCT IS NOT AVAILABLE SGSG MAY REPLACE WITH A SIMILAR PRODUCT AT ITS SOLE DISCRETION.

IN NO EVENT SHALL SGSG BE LIABLE OR RESPONSIBLE FOR ANY OTHER COSTS, ATTORNEY'S FEES, EXPENSES, LOSSES OR DAMAGES (REGARDLESS OF WHETHER THEY ARE DEEMED TO BE DIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL) THAT ARE IN ANY WAY RELATED TO THE PRODUCT OR ANY FAILURE OF THE PRODUCT TO PERFORM AS REPRESENTED OR EXPECTED AND WHETHER ARISING IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT PRODUCTS LIABILITY, TORT, OR OTHERWISE. SGSG DOES NOT ASSUME LIABILITY FOR ANY WARRANTY, LOSS OR DAMAGE OTHER THAN AS EXPRESSLY STATED IN THIS LIMITED WARRANTY. SGSG IS NOT LIABLE FOR ANY LOSSES OR DAMAGES RELATED TO OR INVOLVING GLASS BREAKAGE.

SOME STATES/PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. SOME STATES/PROVINCES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE/PROVINCE TO STATE /PROVINCE.

In the event it is necessary to replace defective film, SGSG will provide replacement Product only, no other costs are included.

SGSG's total liability, whether for breach of contract, warranty, negligence, strict products liability or commission of any other tort, violation of any statute, regulation or ordinance, or otherwise, is limited to the purchase price of the particular Product sold under this warranty as stated on the original invoice.

In the event that it is necessary to replace defective film such replacement will not extend the duration of this warranty coverage. SGSG reserves the right to approve the warranty repair service provider who will perform the warranty claim service. All warranty claim payments will be made to the warranty repair service provider who has been authorized by SGSG to perform the warranty service pursuant to the terms of this warranty.

DO NOT CLEAN THE FILM FOR 30 DAYS AFTER INSTALLATION. FOR PROPER CARE AND MAINTENANCE, SEE THE CARE AND MAINTENANCE INSTRUCTIONS AT <https://www.solargard.com/care-instructions/>

Oral or written statements by any party other than in this warranty should not be relied upon by you, and are not part of this warranty. NO OTHER PERSON OR ENTITY, INCLUDING THE DEALER OR DISTRIBUTOR, HAS ANY AUTHORITY OR POWER TO

MODIFY OR EXTEND THIS WARRANTY.

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

6. CUSTOMER AND DEALER PLEASE NOTE: The information below must be completed by the dealer (and the customer) at the time of installation of the Product in order to make a warranty claim at a later date. PLEASE PRINT CLEARLY. WARRANTIES THAT ARE NOT LEGIBLE AND/OR DO NOT PROVIDE COMPLETE INFORMATION MAY DELAY PROCESSING OF WARRANTY CLAIMS AND/OR RESULT IN THEIR DENIAL.

7. Not Covered by Warranty: This warranty is voided by, and SGSG does not cover and hereby disclaims all liability for any loss, damage, expense or cost, resulting from any one or more of the following:

- Installation of the Product (whether or not (i) performed by a dealer; or (ii) the installer is "Certified" by SGSG); or
- Damage to the Product from hanging or suspension of weight on it e.g., a suction cup; or
- Improper film-care or cleaning including, without limitation, failure to follow care instructions; or
- Product abuse; or
- Normal wear of the Product; or
- Product that has been printed on; or
- Falling objects, scraping or damage to any part of the Product; or
- Contact with or exposure to chemicals or foreign substances; or
- Earthquakes, tornadoes, hurricanes or other acts of God, explosions, fires, riots or similar disturbances, or theft or break in; or
- Non-conforming applications and non-complying film uses; or
- Non-vertical applications e.g. skylights, atriums, etc
- Fading or color change of furnishings, draperies or interior items (the nature of fabrics and dyes can contribute to fading); or
- Glass breakage due to thermal stress; or insulated glass (IG) unit seal failure; or
- Safety claims made by dealers or installers; or
- Any other acts, occurrences, defects, faults or damages not caused by SGSG, such as, but not limited to, the quality or workmanship of the glass.

THIS WARRANTY APPLIES TO PRODUCTS INSTALLED IN THE UNITED STATES, HAWAII AND CANADA.

SGSG is not liable for any loss, damage, expense or cost, resulting from safety performance claims made by dealers or installers regarding the Product. Proper installation for the consumer's particular requirements is the responsibility of the installing dealer (whether or not such installer is "Certified" by SGSG). SGSG does not warrant the Product against any glass related injury.

This Product is to be used in compliance with all applicable laws, statutes, rules, regulations and ordinances ("Laws") of the applicable country, state, province or local jurisdiction. FAILURE TO COMPLY WITH SUCH LAWS VOIDS THE WARRANTY. IT IS THE CONSUMER'S RESPONSIBILITY TO COMPLY WITH ALL APPLICABLE LAWS.

8. To Make a Warranty Claim: SGSG reserves the right to verify eligibility for this warranty coverage, and to inspect the affected window before approving a claim. To make a warranty claim, it is required that the following steps be followed:

1. Contact your original installing dealer to initiate a warranty service claim. If your original installing dealer is not accessible, contact Solar Gard's Warranty Service Department at solargardwarranties@saint-gobain.com.
2. In order to process a warranty claim, a Solar Gard dealer must receive the following warranty claim support materials:
 - a) A copy of this fully completed Warranty agreement.
 - b) Proof of purchase from the installing dealer. This information is best provided by keeping a copy of your proof of purchase invoice attached to your warranty agreement.
3. Upon completion of the warranty repair service, the consumer will be required to sign a warranty repair claim form. This form will enable the dealer to be reimbursed for the warranty repair service.
4. All warranty claim payments will be made to the warranty repair service provider who has been approved in advance by SGSG to perform the warranty service pursuant to the terms of this warranty.
5. **All warranty repair service claims must be submitted to SGSG by the authorized warranty repair service provider within forty-five (45) days of completion of the warranty work. For warranty claims greater than \$2,500.00, the authorized warranty repair service provider must obtain written pre-approval from SGSG before beginning the warranty repair service.**

For additional warranty claim questions contact:

Solar Gard
Warranty Service Department
E-mail: solargardwarranties@saint-gobain.com
Phone 866-572-1922

A CUSTOMER INFORMATION

Name/Company name: _____ Address: _____

Title: _____ Telephone number: _____ City: _____ State /Province: _____ Zip /Postal Code: _____

B DEALER AND INSTALLER INFORMATION

Name/Company name: _____ Address: _____

Telephone number: _____ City: _____ State /Province: _____ Zip /Postal Code: _____

Name of installer: _____ Date of installation: _____

C PRODUCT INSTALLATION INFORMATION

Film type: _____ Sq ft: _____ Roll #: _____ Film type: _____ Sq ft: _____ Roll #: _____

Film type: _____ Sq ft: _____ Roll #: _____ Film type: _____ Sq ft: _____ Roll #: _____

D INVOICE AMOUNT

Product amount: _____

Labor: _____

Subtotal: _____

Sales tax: _____

Total: _____

I hereby acknowledge that I have read the terms of this warranty, and I agree to the terms and conditions of this warranty. I acknowledge that this warranty is not valid unless signed below.

Customer signature: _____ Date: _____

Dealer signature: _____ Date: _____

Retain this completed document with proof of purchase in your records.