

# Residential/Commercial Limited Warranty Supplemental Seal Failure and Thermal Shock Fracture Warranty

### **Product Warranty Coverage**

ASWF warrants all solar control, safety and designer window films when installed to the interior surface of appropriate glazing by a duly authorized professional installer against adhesive failure, peeling, cracking, crazing, blistering, delaminating and demetallizing. This warranty does not cover installation defects, which will be covered by the seller/professional installer. In the event of product failure, ASWF and professional installer agree to replace any section of defective ASWF solar and security film for the following term:

- · Lifetime on residential applications (non-transferable to subsequent owner)
- Ten (10) years on commercial applications for Aurora, Twilight, Daydream, Illusion, Sky, Firewall, Legacy & Safety Series films
- · Fifteen (15) years on commercial applications for Horizon, Nature & Reflection Series films
- Five (5) years on commercial and residential applications for Moonlight, UV Clear and Design Series films
- Two (2) years on commercial and residential applications for "removable" style Design Series Films

If a product failure occurs under the conditions of this warranty, ASWF will replace the defective film, arranging for material and labor, at no cost to the consumer.

ASWF warrants all Anti-Graffiti films for a period of four (4) years. This warranty covers product defect and labor for the first two (2) years and product only for year three (3) and four (4). The scope of this warranty is limited to product defect because Anti-Graffiti films are generally engaged as a sacrificial shield to protect a variety of smooth surfaces in multiple interior and exterior environments and are not designed as a permanent retrofit technology.

#### Limited Thermal Glass Breakage and Seal Failure Warranty

ASWF warrants against glass breakage due to thermal shock fracture for a period of five (5) years from the date of installation and against seal failure of insulated glass units for a period of three (3) years from the date of installation if the unit is covered for seal failure by the manufacturer.

- · This warranty coverage is non transferable.
- The following films are covered under this warranty Aurora (35,45), Nature (40,50),
   Daydream (5, 15, 25, 35), Sky (10, 20, 30, 40), Illusion, Reflection (20, 35, 50), Horizon (20, 35), Firewall (70), FLR (45,75), Legacy (40,50,60,70), Safety (4,7,11 mil), and White Frost.
- All FLR (Firewall Low Reflective) films require sealing of all edges in order to meet warranty requisites.
- Installation of the Legacy 40% in the New Mexico and Colorado territories are excluded from the terms and conditions met for normal glass breakage and seal failure warranty.
- · There is a limit of \$500 per unit for replacement cost.
- For residential installations there is a \$25 deductible or 5% of the replacement cost, whichever is greatest. For commercial installations there is a \$100 deductible or 5% of the replacement cost, whichever is greatest.
- Pre-approval from ASWF is required for installations in excess of 2,500 sq. feet.
- · ASWF products must be approved for specific glazing in order for warranty to be in force.
- For purposes of this warranty descriptions of seal failure and thermal shock fracture are included on the reverse of this document.

| Customer information   |  |   |  |
|--|--|---|--|
| Name   |  | Phone   |  |
| Address  |  |   |  |
| L<br>City<br>I   |  | State   | Zip <b>I</b>   |
| Type of Structure  | Location of Building   | Age of Building   | Age of Windows                                       |
| Residential Commercial   |  |   |  |
| Any windows over 100 sq.ft? Yes No   | Any windows greater than 12 linear feet?  Yes  No                                      | Are glazing systems under warranty?  Yes  No            | If yes, date of expiration                           |
| Name of Film Installed   | Master Roll Number   | Total Square Feet of Job                                | Installation Date                                    |
| Glass Type   |  | C   | ass Thickness  |
| AnnealedTemperedLow I  | E (single, dual) please specify  | earTintedOther  | 3/8" 3/16" 1/4" 1/2" 3/8" Other                      |
| Number of Windows Facing N NE E SE   | S SW W NW  | Size of Largest Windows Width Length Total Windows Tint | ed Total Number of Double Pane Windows Tinted        |
| Dealer Information   |  |   |  |
| Name   |  | Phone   |  |
| Address  |  |   |  |
| City   |  | State   | Zip  |
| Dealer Signature   |  | Building Type   |  |
| By signing this warranty, the customer and deale has been received and understood. See reverse f | er certify all information is accurate and correct, and ir<br>or specific limitations. | stallation is in full compliance with ASWF guidel       | ines, and agrees ASWF approved film application list |
| Dealer Signature   | Date   | Customer Signature                                      | Date   |
| X  |  | X   |  |

# Important Care and Maintenance Tips

Do not clean your window film for \_\_\_\_\_ days.

The soapy mounting solution the installer used during installation will take time to dry. The drying time is determined by local weather conditions. During the drying time, it is normal for a slight moisture haze to appear although it will disappear.

To clean, use a mild soapy water solution. Typical glass cleansers are not necessary. When cleaning and drying the film surface, always use a soft non-abrasive cloth.

#### Legal Disclaimers

With the exception to the extent provided by law, any implied warranties, including the implied warranty of merchantability, exist between American Standard Window Films (ASWF), and your professional installer. No warranty exists if the product was not installed by a professional installer, or in a manner deemed by ASWF not to have been professionally installed. Some states or provinces provide for implied warranties, and with exception this warranty is hereby limited. The replacement of the film is the exclusive remedy of the seller and ASWF. Seller and ASWF liability is limited to the warranty provided herein. No person is authorized to make any changes or exclusions to this warranty without prior written consent of ASWF. This warranty provides for specific legal rights constructed by the State of Nevada. Buyer hereby waives the right of personal jurisdiction and will follow the rules of arbitration as set by the State of Nevada.

#### Additional terms and conditions apply as subject to applicable appliance

This warranty coverage is offered to the original owner of the property and is not transferrable.

Product defect warranty is separate and non-binding to Seal Failure and Thermal Shock Fracture warranty and may be represented separately.

ASWF coverage limit for Seal Failure or Thermal Shock Fracture will not exceed a maximum of \$500.00 (five hundred dollars) per window opening, with atotal claim not to exceed \$1500.00 (one thousand, five hundred dollars). A deductible of \$25.00 (twenty five dollars) for residential, and \$100.00 (one hundred dollars) for commercial shall be imposed per window opening.

Any preexisting conditions of Seal Failure or Thermal Shock Fracture will void warranty. ASWF has the right to inspect property before and after warranty is issued, and if a claim is submitted.

Fraud by the seller or installing dealer or consumer will void any current or future warranty coverage. Civil penalties may be levied if fraud is determined.

Warranty will be void if any information is incomplete or inaccurate as outlined on the front of form.

"Seal Failure" is defined as a visible accumulation of moisture inside the glazing system.

"Thermal Shock Fracture" or "Glass Breakage" is defined as a crack in the glass resulting from excessive amounts of heat on the surface of the glass. Crack lines are within 2" of any corner of the glass or originate from a corner only. Glass breakage definition for the scope of this warranty is not the result of external damage to the glass from any impact.

In order to qualify for Glass Breakage and Seal Failure Warranty, all glass windows must have a current preexisting warranty "in force" to comply with all ASWF terms and conditions

ASWF disclaims any punitive damages resulting from a warranty claim.

In order to qualify for the Seal Failure or Thermal Shock Fracture supplemental coverage, an "in force" warranty of windows must be presented before any work is performed on the glazing system.

Seller and consumer must sign that they understand and agree to all aspects of this warranty before any work is performed.

Seller and consumer understand and agree that only specific film selections are considered applicable and that it is at the sole discretion of ASWF to determine which film selections qualify for Seal Failure, Thermal Shock Fracture, and product defect coverage.

Low E (single, dual) is considered special glazing.

This limited and supplemental warranty SHALL NOT apply::

When not in strict compliance with all information outlined on this form

When more than one film has been installed on the glass

When film is installed on part, not all, of a window

For triple-pane windows; wired, tinted or textured glass For any glass with lettering or paint on the surface

For glass that is visibly chipped or cracked

When seals surrounding the glass are not resilient

For glass framed by metal or concrete where no seal is present

For anything other than a glass material, i.e., polycarbonate glass, Lexan or Plexiglass

For any glass surface that has been replaced due to glass breakage

For any glass surface larger than 100 sq. ft.

For any shading of the glass surface more than 25%. See supplemental sheet for examples.

For any glazing system that is scratched, has undue stress from building settling, has arched glass

For any man made or natural disaster that may impact the glazing system or building.

A portion of this warranty is a supplement to your existing "in force" warranty for Seal Failure or Glass Breakage only in the event specific warranty rights are negated if a solar control window film is installed.

The product failure portion of this warranty will be administered as follows: warranty credits to the installing dealer will be issued based on the parts of the film needing replacement, at a rate determined by ASWF. Seller or professional installer agrees to have film removed and/or replaced at no cost to the consumer, as long as scope of work has not changed since initial installation, and as long as removal and replacement does not exceed original invoice value.

ASWF reserves the right to authorize the independent window film dealer who performs the warranty service. ASWF also reserves the right to determine, at its own discretion and professional judgment, what constitutes material defect.

LIMITATION OF REMEDIES: IN NO EVENT SHALL ERICKSON INTERNATIONAL LLC OR ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY. CUSTOMER ACKNOWLEDGES THAT ENFORCEMENT OF THE WARRANTIES SET FORTH HEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER. CUSTOMER WAIVES ALL OTHER REMEDIES, WARRANTIES, GUARANTIES AND LIABILITIES, EXPRESS OR IMPLIED, AND ACKNOWLEDGES THAT NEITHER ERICKSON INTERNATIONAL LLC NOR ITS AFFILIATED ENTITIES SHALL HAVE ANY LIABILITY OTHER THAN AS EXPRESSLY SET FORTH HEREIN.

#### Warranty Service

In the rare event you may experience a need for warranty service, please contact your seller or installing dealer first. Please have all documents ready for review, including this warranty, the original receipt, and a copy of your "in force" warranty from your window manufacturer.

All glass breakage inquiries must be reported to the manufacturer within 10 business days from the day installer was notified.

All requests for warranty service must be approved in writing first from a representative of ASWF.

You may contact us directly at American Standard Window Films, 3135 Marco St., Las Vegas, NV 89115. Or support@aswf.com

## KEEP THIS WARRANTY FORM AND ORIGINAL INVOICE IN A SAFE PLACE