

Limited Transferable Automotive Warranty Plus



1. DEALER: Please initial the box of the film type purchased where indicated:

	Ultra Performance	Quantum®	HP Supreme	NR Supreme	Galaxie™	HP Charcoal	HP Smoke® Plus	NR Charcoal	NR Smoke® Plus	UltraGard UV™
Dealer Initial Appropriate Box:										
Warranty Period:	Limited lifetime	Limited lifetime	Limited lifetime	Limited lifetime	Limited lifetime	Limited lifetime	Limited lifetime	5 years	5 years	Limited lifetime
Warranted against demetallization:	No	Yes	Yes	No	No	Yes	Yes	No	No	No
Warranted against excessive or unusual change of color:	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes

2. Warranty Coverage: Saint-Gobain Solar Gard LLC (“SGSG”) warrants all SGSG window film (listed above, the “Products”) against adhesive failure, bubbling, cracking/crazing, delamination, peeling, or other manufacturer’s defect; provided and on the condition that the Products were properly sold and installed on an appropriate automobile 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 6.

3. Additional Warranty for Certain Products: SGSG also warrants the Quantum, HP Supreme, HP Charcoal and HP Smoke Plus Product against demetallization for the period of the applicable warranty coverage. No warranty against demetallization is provided for the Ultra Performance, NR Supreme, Galaxie, NR Charcoal, NR Smoke Plus, and UltraGard UV Products.

SGSG also warrants Ultra Performance, Quantum, HP Supreme, NR Supreme, Galaxie Products, and UltraGard UV against excessive or unusual change of color for the period of the applicable warranty coverage. However, no such warranty is provided for HP Charcoal, HP Smoke Plus, NR Charcoal, and NR Smoke Plus Products.

4. Covered Persons/Companies: This warranty is provided and applies only to (1) independent window film dealer who purchased the Product from SGSG or from a SGSG distributor; (2) the registered owner of the automobile at the time the Product was installed; and (3) subsequent purchaser of the automobile, who properly transfers the warranty in accordance with the process referenced below in section 9. **This warranty is the sole and exclusive warranty provided by SGSG to the persons and entities described above for the Products purchased.**

5. Warranty Period: This warranty coverage begins on the date the Product was installed and extends for the period of time the original registered owner of the automobile owns the automobile; except, in the case of NR Charcoal and NR Smoke Plus the warranty coverage extends only for a period of five (5) years from the date of the original Product installation. Also, in the case of a valid transfer of the warranty to a subsequent purchaser in accordance with SGSG’s terms, the warranty coverage extends only for a period of five (5) years from the date of the original Product installation. **This warranty terminates upon any sale of the automobile unless the warranty is transferred as provided below.**

6. 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:

1. Installation of the Product (whether or not (i) performed by dealer; or (ii) the installer is “Certified” by SGSG); or
2. Improper product care, maintenance or cleaning; or
3. Product abuse; or
4. Glass breakage; or
5. Non-automotive applications and/or non-complying film uses; or
6. Any other acts, occurrences, defects, faults or damages not caused by SGSG.

THIS WARRANTY ONLY APPLIES TO PRODUCT INSTALLED IN THE UNITED STATES.

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 including, without limitation, tinted window laws. FAILURE TO COMPLY WITH SUCH LAWS VOIDS THE WARRANTY. IT IS THE AUTOMOBILE’S OWNER’S RESPONSIBILITY TO COMPLY WITH ALL APPLICABLE LAWS.

7. 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 THE IMPLIED WARRANTY OF MERCHANTABILITY AND 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 PRODUCT 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 DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. SOME STATES 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 TO STATE.

SGSG will provide replacement film and reasonable labor charges not to exceed the combined amount of the Product price and installation cost as stated on the original invoice. Payment of labor for partial window film replacement will be prorated based on the amount of defective film replaced and the amount charged for installation as stated in the original invoice.

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, any 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.

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, 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.

8. CUSTOMER AND DEALER PLEASE NOTE: The following information 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.