

**What is Covered.** Eastman Performance Films, LLC ("The Manufacturer") warrants its SunTek® Window Film products against: bubbling, corrosion, crazing, delaminating and peeling when the film is properly installed in accordance with the Manufacturer's instructions on suitable INTERIOR surfaces of glass windows by a SunTek® dealer. See reverse side for exclusions from coverage.

**Who is Covered and How Long Coverage Lasts.**

- ◆ For residential installations, the lifetime limited warranty for the original purchaser of the film for as long as the original purchaser owns and lives in the home where the film was installed.
- ◆ For commercial installations, the warranty period for the Ultra-VisionDS™ series interior films and SymphonyDS™ films is 15 years; for Dual-ReflectiveDS™, InfinityDS™, SilverDS™, DRMPS/DS™ and Safety and Security film products the warranty period is 10 years. All warranties are from the installation date.
- ◆ Warranty for Black Out™, White Matte™, White Out™, Crystal™ and Low Reflective LRDS 10 window film products lasts for five (5) years from installation date.
- ◆ The warranty period for Anti-Graffiti™ window film products is for two (2) years from installation date for both residential and commercial installations. Anti-Graffiti™ window film products are approved for **interior applications only** for the term of the applicable warranty. Anti-Graffiti films are warranted only for bubbling and delamination. This warranty does not cover the penetration of the film by objects or fluids.

**What The Manufacturer Will Do.** If the film exhibits one or more product defects, the Manufacturer will replace the film (labor and materials) at no cost to the purchaser. The Manufacturer will not issue a refund to the purchaser.

**Additional Glass Breakage and Seal Failure Warranty.** The Manufacturer warrants against (1) seal failure for a period of thirty-six (36) months from film installation date if seal failure is covered by the window manufacturer, and (2) thermal shock fracture for a period of sixty (60) months from film installation date. The following terms and conditions apply to the glass breakage and seal failure warranties:

1. **Who Is Covered.** This limited warranty coverage is offered only to the owner of the property at the time of the film's installation.
2. **What The Manufacturer Will Do.** The Manufacturer will pay for repairs or replacement up to \$500.00 (U.S.) per glazing unit.
3. **Deductible.** For residential installations you must pay a deductible of \$25.00 (U.S.) or 5 percent of the replacement cost, whichever is greater, per glazing unit. For non-residential installations you must pay a deductible of \$100.00 (U.S.) or 5 percent of replacement cost, whichever is greater, per glazing unit.
4. **No Warranty For Pre-existing Conditions.** Pre-existing conditions of glass breakage or seal failure of the filmed glazing unit voids this warranty coverage.
5. **Documentation.** In order to qualify for seal failure coverage, the owner must present documentation from the window manufacturer that a seal failure warranty is currently in force. This warranty for seal failure will not extend beyond the term of the window manufacturer's limited warranty.
6. **Definitions.** "Seal failure" means a visible break or opening of the window's air seal, resulting in an ineffective sealing of the window, allowing moisture and/or air to penetrate, and causing an internal fogging of the glass. "Thermal shock fracture" means a cracking or fracture of the glass caused by heat or change in temperature resulting from the application of film to glass, and identified by the following characteristics: (a) break lines make a right angle with the edge of glass at or near the origin, and (b) break lines separate into two (2) or more lines within two (2) inches of the edge and the origin. The extra heat stress from the installation of the film must be the primary reason for the break or failure.

**THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE MANUFACTURER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THE MANUFACTURER SPECIFICALLY DISCLAIMS THE U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.**

**IN NO EVENT SHALL THE MANUFACTURER BE LIABLE TO THE OWNER OR PURCHASER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE FILM OR THE GLASS TO WHICH THE FILM IS APPLIED, THE BREACH OF ANY WARRANTY, ANY ACT OR FAILURE TO ACT, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, LOST PROFITS, INTERRUPTION OF BUSINESS, LOSS OF BUSINESS INFORMATION, OR ANY OTHER MONETARY OR OTHER LOSS, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF THE MANUFACTURER HAS BEEN ADVISED OF OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

**Window Film Care Instructions.**

- ◆ After installation, there may be a hazy appearance or small water beads until all moisture has dried. This typically may take up to 30 days for most films but may take 60 - 90 days for films 4mil thick or thicker.
- ◆ Do not wash film for thirty (30) days.
- ◆ When cleaning, do not use materials with hard abrasives or brushes, use only a soft cloth or squeegee and mild detergent solution.

**Installation Record (press hard)**

Contact Name	Date	Telephone Number
Customer Name (print)	Customer Signature	E-Mail Address
Customer Address	City	State or Province and Zip Code
SunTek® Dealer Name		Installer Signature
Product Number	Lot or Batch Number	Square Footage*
Product Number	Lot or Batch Number	Square Footage*
Product Number	Lot or Batch Number	Square Footage*

\*Installations over 2500 square feet require documented pre-approval from Manufacturer

**Indicate The Type Of Window Below By Circling The Appropriate Value**

(If more than one type of window, indicate the values for the majority of windows below. All glass types must comply with the Film-to-Glass Recommendations Chart.)

Window Type	Single Pane	Dual Pane	Triple Pane	Laminated Glass		
				Yes	No	
Glass Thickness	1/8"	3/16"	1/4"	3/8"	1/2"	Location
						Interior
Glass Type	Annealed	Heat Strengthened	Tempered	Clear	Tinted	Total Square Footage
Glass Coatings	None	Low E	Low E <sup>2</sup>	Film-to-Glass Factor		
				Under 10	10 - 14	Over 14

**INSTALLATION OF PRODUCTS MUST COMPLY WITH THE MANUFACTURER'S FILM-TO-GLASS RECOMMENDATIONS CHART**

The Manufacturer is not responsible for any furnishings or interior items which may fade or change color. The nature of certain delicate fabrics and dyes will lead to premature fading regardless of the application of any window film protective treatment.

**SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS**

White: Dealer Yellow: Customer Copy

SunTek® Window Films ♦ 345 Beaver Creek Drive ♦ Martinsville, VA 24112

Phone: 276-632-4991 or 888-321-5111

suntekfilms.com

GMN 50185373 Rev 6 5 20

# SunTek® Window Films

## Residential and Commercial Films Limited Warranty Glass Breakage and Seal Failure Limited Warranty Additional Terms and Conditions

**How to Qualify for Warranty Coverage.** In order to be eligible for coverage under this warranty, the customer must retain this original warranty and the original invoice for the film purchase and installation. We recommend attaching a copy of your sales receipt to this warranty certificate.

**How to Get Warranty Service.** To submit a warranty claim, send a copy of this warranty and the proof of purchase for the film, along with a detailed description of the defect, to the SunTek® dealer/installer from whom the film was purchased. Do not mail to the Manufacturer. Claims must be received within sixty (60) days after the occurrence of the problem, and the Manufacturer must be allowed an opportunity to inspect the claimed defect to confirm all facts related to the claim.

**How State Law Applies.** This limited warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

**Exclusions and Miscellaneous Terms and Conditions.** The following terms and conditions are incorporated into the warranties listed on the reverse side:

1. Warranty coverage applies to vertical applications only and shall not apply when: (a) installation is not completed in strict compliance with the Manufacturer's requirements and according to Manufacturer's film installation guidelines (a copy of the SunTek® Installation Guidelines can be obtained through the installer or the Manufacturer); (b) more than one film is applied to any window or glass; (c) the windows are double pane (dual) glass with suspended films or the film is applied to frosted, textured, patterned, reflective, or wired glass; (d) the film is applied to any paint, lettering or ornamentation or on glass which is visibly damaged, chipped, cracked or pierced or where light can be seen between glass and frame; (e) the film is applied to non-glass materials, including polycarbonates or other plastics; (f) the film is applied in locations in which there has been prior glass breakage; (g) the film is applied to glass which is framed by concrete, solid metal or sealant which is no longer resilient; (h) the film is applied to any glass of 100 square feet or more or having any linear dimension of more than 12 feet; (i) damage occurs wholly or partly by reason of impact, stress, scratching, improper application or installation, abuse or improper care, wind or the elements, earthquakes or other acts of God, fire, wear and tear, pre-existing break, or latent defect; (j) 25% or less of a glazing unit is shaded and the shaded area includes more than 25% of the glazing unit's perimeter; or (k) any building, construction or structural alterations, modifications and / or additions affecting or impacting post-installation glass conditions.

2. Warranty coverage shall be void in the event of fraud or misrepresentation by the film dealer/installer, purchaser or owner, or if any information or representation set forth on the front or back of this form is not accurate.

3. The SunTek® dealer/installer is an independent contractor of the Manufacturer and the Manufacturer is not responsible for improper installation or representations made by the dealer/installer. No contractor, including the SunTek® dealer/installer, has any authority or power to modify or extend this limited warranty. The benefits under this limited warranty shall be the sole and exclusive remedy against the Manufacturer for any loss arising out of the sale, application, and/or use of the film. The Manufacturer is not responsible for any furnishings or interior items which may fade or change color. Certain fabrics and dyes may fade regardless of the application of any window film protective treatment.

4. This warranty coverage is valid only if the Product application was performed by a SunTek® dealer/installer in the United States of America or Canada in accordance with the Manufacturer's application procedures and applicable law. If any provision of this limited warranty is unenforceable or ineffective, the rest of this limited warranty shall remain in effect and be construed as if such provision had not been contained in this limited warranty.

5. This limited warranty shall be governed by Virginia law, excluding its laws relating to choice of law. Regardless of what venue would otherwise be permissive or required, the Manufacturer and the customer stipulate that all actions arising under or related to this limited warranty shall be brought in the federal or state courts located in Henry County or the City of Martinsville, Virginia. The Manufacturer and the customer agree that either of such forums are mutually convenient and bears a reasonable relationship to this limited warranty and waive objection to any venue laid therein.

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