



SunTek® Window Films
Residential and Commercial Films Limited Warranty
Glass Breakage and Seal Failure Limited Warranty

What is Covered. Commonwealth Laminating and Coating, Inc. ("CLC") warrants its SunTek® Window Film products listed below against product defects including crazing, cracking, demetallizing, delaminating or adhesive failure, when the film is properly installed on interior glass surfaces (see reverse for exclusions from coverage). The following products are covered under this warranty:

Ultra-VisionDS, SymphonyDS, Dual-ReflectiveDS, InfinityDS, SilverDS, DRMPs/DS, SYLRDS,
 SXT, Safety & Security, Anti-Graffiti, White Matte, Black Out

Who is Covered and How Long Coverage Lasts.

- ◆ For residential installations, the lifetime warranty for the products listed above covers 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 for the products listed above lasts for fifteen (15) years from installation date except that the warranty for Dual-ReflectiveDS, DRMPs/DS and SYLRDS lasts for ten (10) years from the installation date.
- ◆ Warranty for Black Out and White Matte window film products lasts for five (5) years from installation date.
- ◆ Warranty for Anti-Graffiti window film products lasts for two (2) years from installation date. Anti-Graffiti window film products are approved for both interior and exterior applications for the term of the applicable warranty.
- ◆ Warranty for SXT window film product lasts for two (2) years from installation date on exterior, vertical, horizontal or sloped applications.

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

Additional Glass Breakage and Seal Failure Warranty. CLC 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, SYLRDS 10 excluded. 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 CLC Will Do.** CLC will pay for repairs or replacement up to \$500 (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, thermal shock fracture 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 IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. CLC 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 PARTIES SPECIFICALLY DISCLAIM THE U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

IN NO EVENT SHALL CLC BE LIABLE TO OWNER 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 OR OF THIS AGREEMENT, ANY ACT OR FAILURE TO ACT RELATING TO THIS AGREEMENT, OR OTHERWISE, 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 CLC 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.
- ◆ 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.

Coverage: Residential Commercial Glass Breakage Seal Failure (Valid only with existing seal failure warranty)

Customer Name (Print)	Customer Signature	Customer Phone	Installation Date
Customer Address	City	State	Zip
SunTek Dealer Name	Dealer/Installer Signature	Dealer/Installer Phone	
Film Type	Total Square Feet	Master Roll Number	
Film Type	Total Square Feet	Master Roll Number	
Film Type	Total Square Feet	Master Roll Number	

Glass Type: Annealed Heat Strengthened Tempered Laminated
 Window Type: Single Pane Dual Pane Low E HP Low E
 Glass Thickness: 1/8" 3/16" 1/4" 3/8" 1/2"
 Frame Type: Wood Steel Aluminum Vinyl Rubber Other _____
 Window Manufacturer: _____ Age of Windows _____

SEE REVERSE FOR ADDITIONAL TERMS AND CONDITIONS

White: CLC Canary: Dealer Pink: Customer
 Commonwealth Laminating & Coating Inc., Attn: Warranty Processing Department, ♦ 345 Beaver Creek Drive ♦ Martinsville, VA 24112
 Phone: 276-632-4991 or 888-321-5111 Fax: 276-632-0173



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How to Qualify for Warranty Coverage. In order to be eligible for coverage under this warranty, CLC MUST receive a copy of this warranty (with Customer, Dealer and Product Information completely filled in) and the installation invoice within thirty (30) days after the film's installation, and the customer must retain this original warranty and the original invoice for the film installation.

How to Get Warranty Service. To submit a warranty claim, send a copy of this warranty and the bill of sale or other 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 or to Commonwealth Laminating and Coating, Inc., Attn: Warranty Processing Department, 345 Beaver Creek Dr., Martinsville, Virginia 24112 or call 1-888-321-5111. We recommend attaching a copy of your sales receipt to this warranty certificate. Claims must be received by CLC within 60 days after the occurrence of the problem, and CLC must be allowed an opportunity to inspect the claimed defect to confirm all facts related to the claim.

How State Law Applies. This 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:

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 CLC's Film Installation Guidelines (a copy of SunTek Installations Guidelines can be obtained through the installer or CLC); (b) more than one film was applied to any window or glass; (c) the windows are triple pane construction, double pane (dual) glass with suspended films, or 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; or (j) 25% or less of a glazing unit is shaded and the shaded area includes more than 25% of the glazing unit's perimeter.

2. Warranty coverage shall be void in the event of fraud or misrepresentation by the film installer 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 CLC and CLC 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 warranty shall be the sole and exclusive remedy against CLC for any loss arising out of the sale, application, and/or use of the film. CLC 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® installer in the United States of America or Canada in accordance with manufacturer's application procedures and applicable law. If any provision of this warranty is unenforceable or ineffective, the rest of this warranty shall remain in effect and be construed as if such provision had not been contained in this warranty.

5. This 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, CLC and the customer stipulate that all actions arising under or related to this warranty shall be brought in the federal or state courts located in Henry County or the City of Martinsville, Virginia. CLC and the customer agree that either of such forums are mutually convenient and bears a reasonable relationship to this Agreement, and waive objection to any venue laid therein.

SEE REVERSE FOR ADDITIONAL TERMS AND CONDITIONS

White: CLC Canary: Dealer Pink: Customer

Commonwealth Laminating & Coating, Inc., Attn: Warranty Processing Department
345 Beaver Creek Dr., Martinsville, VA 24112

Phone: 276-632-4991 or 888-321-5111 Fax: 276-632-0173