

The manufacturer warrants against failure of the glass described herein due to

- Seal Failure for a period of thirty-six (36) months if covered by original sealed unit manufacturer . Due to a wide variety of compounds used, no warranty coverage is provided for window "backbedding sealants".
- Thermal Shock Fracture for a period of sixty (60) months

from the original completion date of the film installation to the glass. The replacement cost is limited to a value up to U.S. \$500 per window of said glass caused only as a direct result of the application of the VISTA® Solar Control Window Film.

In the event of glass breakage or seal failure due to thermal shock caused solely as the direct result of the application of an approved CPFilms' film, the manufacturer will:

1. Replace the broken glass and/or repair or replace the sealed insulating unit.
2. Replace and/or repair the portion of the window frame in direct contact with the glass, if it is damaged due to breakage or seal failure (excluding painting or finishing).
3. Replace the window film.

To activate CPFilms Inc. Limited Glass and Seal Failure Warranty, send the completed installation record (including signature of installing dealer and customer to:)

CPFilms Inc.
Attn: Warranty Service
P.O. Box 5068
Martinsville, VA 24115

The following terms and conditions apply:

1. We will pay for repairs or replacement of up to (but not to exceed) \$500 (U.S. \$) per glazing unit.
2. **There is a deductible of \$25.00 (U.S. \$) or 5% of the replacement cost, whichever is greater, for residential installations.**
3. CPFilms Inc. as the window film manufacturer will not be liable under any circumstances for any damages occurring as a direct or indirect result of causes not specifically covered or for any indirect, incidental or consequential damages.
4. Pre-existing conditions of either glass breakage or seal failure of the filmed lite voids this warranty coverage. CPFilms Inc. reserves the right to inspect any job prior to final issuance of a certificate of warranty coverage. Fraud by the installing dealer or warrantee shall void the warranty.
5. **In order to qualify for seal failure coverage, the owner must present evidence that a seal failure warranty is currently in force from the manufacturer of the sealed glass unit. This warranty for seal failure will not extend beyond the sealed unit's manufacturer's limited warranty.**
6. The warranty shall be completely invalidated if any information or representation set forth on the front of this form is not accurate.
CPFilms Inc. reserves the right to refuse to reapply window film after two (2) occurrences to the same lite and will refund the consumer's money for the original filming of said lite.
7. **CPFilms Inc., HEREBY DISCLAIMS LIABILITY FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM ANY DEFECT IN THE PRODUCT COVERED BY THIS WARRANTY. EXCEPT DURING THE APPLICABLE LIMITED WARRANTY PERIOD SET FORTH ABOVE, CPFilms Inc., HEREBY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
8. Some States/Provinces do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitations 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.
9. "Thermal shock fracture" means a breaking or fracture to glass caused by heat or change in temperature resulting from the application of film to glass, and thermal shock breakage can be 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. Tempered glass is not susceptible to thermal shock generated by solar control film.
10. Seal failure is defined as 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, causing an internal fogging of the glass.
11. This limited warranty shall NOT apply to applications in the following installations: (a) when not in strict compliance with current rules and regulations promulgated by the manufacturer; or (b) of more than one (1) film to any window; or (c) on triple pane windows, wired or textured glass, any glass on which there is affixed or otherwise applied any paint, lettering or ornamentation; or (d) on glass which is visibly damaged, chipped, cracked or pierced or where light can be seen between glass and frame; or (e) on nonglass materials, such as polycarbonates or other plastics; or (f) in locations in which there has been prior glass breakage; or (g) on glass which is framed by concrete, solid metal or sealant which is no longer resilient; or (h) on any glass of 100 square feet or more or having any linear dimension of more than 12 feet; or (i) when damage occurs partly by reason of loss by any cause other than thermal shock fracture, including, but not limited to, impact, stress, scratching, improper application or installation, wind or the elements, earthquakes or other acts of God, fire, war, invasion, hostilities, rebellion, insurrection, wear and tear, inherent vice, pre-existing break, or latent defect; or (j) when 25% or less of a glass lite is shaded and the shaded area includes more than 25% of the lite's perimeter. A portion of the examples of such harmful shading is as follows:

HARMFUL SHADING

(examples of shading)

