

# INVISICADE

## INTERIOR RESIDENTIAL AND COMMERCIAL FILM ARRANTY INFORMATION

### INVISICADE PRODUCT LIMITED WARRANTY - TERMS AND CONDITIONS

Invisicade, LLC, or any of its affiliates and subsidiaries ("Invisicade") provides this limited warranty solely to the original and direct purchaser of the Products of Invisicade (the "Purchaser"). Invisicade provides no such warranty to any other third parties, including without limitation, any customers of the Purchaser. No distributor, agent, representative, employee, installer, dealer or any other person is authorized to make, modify or change this limited warranty provided by Invisicade and/or make any other warranty and/or representation on behalf of Invisicade with respect to the warranted Products.

### EXHIBIT A

Product	Residential	Commercial
CS-650	12 years	12 years

#### 1. PRODUCT WARRANTY

All Invisicade architectural window films for installation to the interior side of glass, delivered by Invisicade to Purchaser (collectively, the "Product(s)"), are warranted against: bubbling, crazing, delaminating, demetallizing, discoloring and peeling during the Warranty Period as listed in Exhibit A ("Warranty Periods") during the Warranty Period (as defined below) (the "Warranty"). The applicable Warranty Periods begin from the date of actual installation commencement of Products.

#### 2. WARRANTY CONDITIONS

This warranty shall only apply when the following conditions are met ("Warranty Conditions"):

- A)** the identified Products have been installed by a professional safety and security film installer;
- B)** the Products have been paid in full;
- C)** the Products have been stored, installed, processed, cleaned, maintained or any other relevant action has been executed in accordance with Invisicade's written instructions;
- D)** the Products were utilized solely for their intended purpose;
- E)** the Products are installed on a glazing system where such glazing system's conditions and composition cannot damage the Products; and
- F)** the defective Products have been returned to Invisicade within the Warranty Period (or the Purchaser has provided Invisicade within such period with sufficient evidence, as required by Invisicade, of the defective Products).

#### 3. LIMITED WARRANTY COVERAGE - EXCLUSIONS

This limited warranty does not cover the following:

- A)** the quality of the installation and/ or any improper or poor installation;
- B)** window films that are not approved by Invisicade for flat glass application to specific glass types in accordance with the Film to Glass Application Summary provided to the Purchaser at the time of the purchase;
- C)** damage to the Products due to improper storage, abuse, improper care, misuse or physical or chemical abuse or exposure, direct or sustained heat or cold or sudden change in temperature or thermal shock, exposure to chemicals, mishandling, abnormal use, force, pressure or loading by any person or object or if the Products have been subjected to neglect or abuse, willful damage, negligence, abnormal working conditions or misuse or alteration or repair of the Products without Invisicade's written approval;
- D)** loss and/or damage, direct, incidental, or consequential;
- E)** any defects that are not proven to be manufacturing defects.
- F)** any defects, damages or losses if the Product was not installed by a professional safety and security film installer.

#### 4. REMEDY

If any of the Products do not conform to this warranty, while all the warranty conditions are met, Invisicade shall only be required to bear the costs for the replacement of the defective Products (including the related labor costs). If Invisicade, at its sole discretion, determines that replacement of the defective Products is not commercially reasonable, it can issue a credit to the Purchase for the Products found to be defective by Invisicade, provided that Invisicade reserves the right to inspect the damaged Products before replacement. The replacement of the defective Products shall be performed by the Installer or, if the Installer is not available, a different installer authorized by Invisicade to provide the warranty replacement service. This limited warranty shall apply to such replacement Products only for the time remaining on the original Warranty Period applicable to the Products being replaced.

THE FOREGOING IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, GUARANTEES, PROMISES, OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESSED OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL DUTIES, LIABILITIES (INCLUDING IN NEGLIGENCE), CONDITIONS AND WARRANTIES ON THE PART OF INVISICADE ARE HEREBY EXCLUDED, EXCEPT TO THE EXTENT THAT THESE ARE EXPRESSLY SET OUT IN THIS LIMITED WARRANTY OR ARISE UNDER STATUTE AND CANNOT BE EXCLUDED. ANY IMPLIED WARRANTY WHICH IS NOT EXCLUDED HEREBY, DUE TO OPERATION OF LAW, IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTY PROVIDED FOR THE PRODUCT WARRANTED. EXCEPT TO THE EXTENT EXPRESSLY REQUIRED BY APPLICABLE LAW, INVISICADE WILL NOT BE LIABLE TOWARDS THE PURCHASER OR ANY THIRD PARTY UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT OR CONTRACT) FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS AND/OR ANY EXPENSES, LOSS OR DAMAGES INCURRED OR CAUSED TO THE PURCHASER OR ANY OTHER PARTY IN RESPECT OF ANY WARRANTY CLAIM, REGARDLESS OF THE CAUSE OF SUCH DAMAGE, EVEN IF INVISICADE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. INVISICADE IS NOT RESPONSIBLE FOR DAMAGE CAUSED IN WHOLE OR IN PART BY ACTS OF GOD OR BY ACCIDENTS, THIRD PARTY'S ACTS OR OMISSION AND/ OR BY SITE CONDITIONS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT BE APPLICABLE.

#### 5. WARRANTY CLAIMS

All warranty claims must be received by Invisicade at the address below within sixty (60) days after the Purchaser learns of the facts upon which the claim is based and within the Warranty Period set forth above. Otherwise, such warranty claim shall be deemed waived. Purchaser shall cooperate with Invisicade's or its authorized agents in the inspection of the Product that were claimed to be defective and will assist Invisicade in efforts to perform its obligations under this warranty. Invisicade reserves the right to inspect any film, window and/or job prior to acceptance of the warranty claim. Fraud by the Installer or by any other third-party installer or installing dealer or customer shall void this Warranty.

#### 6. INSPECTION RIGHTS

It is the responsibility of the Purchaser to thoroughly inspect the Products upon its receipt and to notify Invisicade in writing of evident defect promptly upon its discovery, by defining the defect in detail and declaring which claims are asserted. Invisicade's authorized agents must be permitted sufficient time and opportunity to inspect and examine the Products that were claimed to be defective in order to evaluate and respond to any warranty claim. All decisions regarding the existence of manufacturing defects which are covered by this limited warranty shall be made by Invisicade and shall be final and binding.

#### 7. GENERAL

This limited warranty gives Purchaser specific legal rights which may vary depending on the applicable local laws. No term or condition other than those stated herein and no agreement or understanding, whether oral or written, in any way purporting to modify or change this limited warranty shall be binding upon Invisicade, unless made in writing and signed by an official signatory of Invisicade. This limited warranty is not transferable if there is a change of ownership of the property in which film has been installed, and terminates automatically upon any sale, conveyance or change in tenancy of any commercial property.

Invisicade requires that the Customer retain this original Warranty Certificate and the invoice relating to the film installation. Proof of purchase is required to obtain warranty coverage.

#### 8. PRODUCT RELATED WARRANTY; CONFLICT

In addition to the aforementioned general product warranty, product related and specific warranties may apply. In case of a conflict between the general product warranty and the product related and specific warranties mentioned below, the product related and specific warranties shall prevail.

## PRODUCT RELATED AND SPECIFIC WARRANTIES

### 9. ANTI-GRAFFITI FILMS LIMITED WARRANTY

Invisicade warrants that the Anti-Graffiti films shall not blister, bubble or delaminate when properly installed in accordance with the Warranty Conditions.

### 10. GENERAL LIMITED WARRANTY

In addition to the limited warranty coverage as set out in clause 3 of terms and conditions, this warranty does not cover the following:

- A) Two or more films are applied to the same glass surface.
- B) Filmed windows are triple or more pane construction, textured, wire film glass, or an IG unit inclusive of a suspended film.
- C) Film is applied to any glass on which there is paint, lettering, signs, stickers or other permanent or temporary ornamentation.
- D) Filmed glass has prior damage, is chipped, cracked, has holes in it, or light is visible between the frame and the glass.
- E) Film is applied to non glass substrates.
- F) Film applied to interior of skylights need prior written approval of Invisicade.
- G) Clear annealed glass is thicker than 3/8" inch, or tinted annealed glass is thicker than 1/4".
- H) Film is only partially applied to glass.
- I) Window is shaded by exterior overhangs, extensions, columns, pillars etc.
- J) Windows are non-rectangular larger than 20 sq. ft.
- K) Film is applied to any type of laminated glass needs prior written approval from Invisicade.
- L) Damage caused by acts of nature (accidents, floods, fire, explosion etc).

### 11. LIMITED GLASS BREAKAGE WARRANTY / SEAL FAILURE WARRANTY

Not all films are eligible for Glass Breakage And Seal Failure Coverage. Some types of film, when applied to certain types of glass, almost always result in glass breakage due to excessive heat absorption. To prevent unnecessary glass breakage, Invisicade only approves and offers its Limited Warranties on glass and film combinations as detailed on the Company's Film To Glass Application Summary, which may be changed from time to time by Invisicade. Tempered, heat strengthened, or annealed glass, including the inner (room side) pane of double pane or insulated glass units, is warranted by Invisicade against glass breakage due to thermal shock fracture only for a period of five (5) years after window film installation. In the event of glass failure due to thermal stress shock fracture that is caused only by the application of Invisicade window film, Invisicade shall only be required to provide the following warranty service: (i) Replace the broken glass; (ii) Replace or repair that portion of the window frame in immediate contact with the glass, if damaged due to the break; and (iii) Replace such quantity of Invisicade window film judged to be necessary by Invisicade; and (iv) Board up or cover openings caused by glass failure when replacement of glass is subject to unreasonable delay.

The warranty service provided by Invisicade shall never exceed \$500 (or the equivalent amount in the relevant local currency), per glazing unit (this includes costs for materials, labor and film). Any pre-existing condition which may affect glass breakage or seal failure of the filmed glass, will void this Limited warranty. Certain film to glass combinations in excess of 2,500 square feet on commercial buildings require written pre-approval by Invisicade in order to qualify for the glass breakage and seal failure warranty. Please consult the Film to Glass Summary for further details. Under this warranty 'seal failure' will have the following meaning: a visible break or opening of the window's air seal, resulting in an ineffective sealing of the insulated glass (IG) unit, allowing moisture and/or air to penetrate, causing an internal "fogging" between the two panes of glass. Within three (3) years after the application of the Invisicade window film, to which the seal failure coverage applies, Invisicade will pay for repair or replacement of up to, but not in excess of, \$500 (or the equivalent amount in the relevant local currency) per defective glass unit.

In addition to the limited warranty coverage as set out in clause 3, this glass breakage and seal failure warranty does not cover the following:

- A) Two or more films are applied to the same glass surface.
- B) Filmed windows are triple pane construction, textured, wire film glass, or an IG unit inclusive of a suspended film.
- C) Film is applied to any glass on which there is paint, lettering, signs, stickers or other permanent or temporary ornamentation.
- D) The filmed glass has prior damage, is chipped, cracked, has holes in it, or if light is visible between the frame and the glass.
- E) The film is applied to plastics, acrylics, polycarbonates or other non-glass substrates.
- F) The glass is found to have been cracked or exhibits evidence of seal failure at the time of window film installation.
- G) Frames or seals are not resilient, such as solid metal or solid wood frames, or any hard material without resilient expansion seals.
- H) One glass side is more than 10 feet or the glass has more than 100 sq. ft. of surface area.
- I) The breakage was due in whole or in part to forces not involving thermal stress such as severe winds, earthquakes, civil disturbance, explosions, etc.
- J) Double pane glass with more than 40 sq. ft. surface area.
- K) Clear annealed glass thicker than 3/8 inch.
- L) Tinted annealed glass thicker than 1/4 inch.
- M) Glass window blocks.
- N) Partial applications of film to glass.
- O) Architectural shading from exterior overhangs, extensions, columns, pillars, etc.
- P) Non-rectangular windows larger than 20 sq. ft.
- Q) Buildings with more than 1% previous glass breakage over the last two (2) years prior to film installation.
- R) Latent glass defects such as, but not limited solely to, Nickel Sulfide inclusion.
- S) The window film is applied to any type of laminated glass without the prior written consent of Invisicade.

### 12. SECURITY FILM CAUTION

Many factors can contribute to potential damages arising from wind, impact, bomb blast, or break and entry incidents including the window film solution selected, type and thickness of glass, building construction, exterior pressure, proximity of impact occurrence, quality of window or door frames, intruder size and strength, and type of tools used to gain entry. While the Invisicade Security Films may help reduce the occurrence of flying glass shards under certain conditions, this product is not approved in the State of Florida for use as hurricane, windstorm or impact protection from wind-borne debris from a hurricane or windstorm. In compliance with Florida Statute 553.842, this product may not be advertised, sold, offered, provided, distributed or marketed in the State of Florida as hurricane, windstorm or impact protection from wind-borne debris from a hurricane or windstorm.

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