

# Avery Dennison® Exterior Residential and Commercial Film Warranty Information

## Exhibit A: Avery Dennison Product Warranty Schedule

All exterior films require edge sealing; Some exclusions apply, please reference installation guidelines. Use sealing agent Dow Corning 795 or 791, Max 5000 by GE or equivalent approved neutral silicone seal agent for external application. Make sure that the silicone sealant is applied according to the sealant manufacturer instructions. The silicone must remain in good condition for the entire duration of the film's warranty for warranty to be valid.

For glazing systems below 45% LT tinted glass, the approved warranty period for film to be applied on a darker glazing system will be based on written approval from technical support on a case by case basis.

Projects larger than 5500 sqft (500 sqm) need prior written approval from Avery Dennison

<sup>1</sup>See warranty terms and conditions of the Avery Dennison XTRM PRO Window Film Series in Section 12 below

<sup>2</sup>5th year prorated to 30% film value

<sup>3</sup>See section 2. Warranty Conditions line i and section 3. Limited Warranty Coverage - Exclusions line vi.

<sup>4</sup>Warranty conditions are granted according to the solar control solution chosen as an add-on to this film.

## Avery Dennison Product Limited Warranty- Terms and Conditions

### Avery Dennison Product Limited Warranty -Terms and Conditions

Avery Dennison Corporation, or any of its affiliates and subsidiaries ("Avery Dennison") provides this limited warranty solely to the original and direct purchaser of the Products of Avery Dennison (the "Purchaser"). Avery Dennison 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 Avery Dennison and/or make any other warranty and/or representation on behalf of Avery Dennison with respect to the warranted Products.

#### 1. Product Warranty

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

#### 2. Warranty Conditions

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

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

#### 3. Limited Warranty Coverage – Exclusions

This limited warranty does not cover the following:

- the quality of the installation and/ or any improper or poor installation; Edge sealing is required unless otherwise noted. Make sure to use a silicone sealant and apply it according to the sealant manufacturer instructions. The silicone must remain in good condition for the entire duration of the film's warranty for warranty to be valid.
- window films that are not approved by Avery Dennison for flat glass application to specific glass types in accordance with the Film to Glass Application Chart provided to the Purchaser at the time of the purchase;
- 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 Avery Dennison's written approval;
- loss and or damage, direct, incidental, or consequential;
- any defects that are not proven to be manufacturing defects;

Warranty Duration - Exterior		Vertical	Horizontal/Sloped		
Solar - XTRM Pro <sup>1</sup>	SkyLite XTRM PRO	20 XTRM PRO	n/a	Up to 10 years	
		20 XTRM PRO Poly	n/a	Up to 10 years	
	DR Grey XTRM PRO	10/20/35 XTRM PRO	8 years (Up to 10 years <sup>2</sup> )	4 years	
	R Silver XTRM PRO	20 XTRM PRO	Up to 15 years	5 years	
Solar	R Silver	20X / 35X	7 years	4 years	
		50X	4 years	3 years	
		20X Poly	4 years	3 years	
	DR Grey	10X	5 years	3 years	
		20X / 35X / 50X	5 years <sup>2</sup>	3 years	
		DS Bronze	20X3	4 years	3 years
		SP Blue	75X3	5 years	3 years
	SP e-Lite	45X3 / 70X3	7 years	4 years	
DS Blue		35X3	5 years	3 years	
Safety <sup>4</sup>	SF Clear	4 mil X / 7 mil X	5 years	3 years	
	AG Clear	4mil ix M / 6mil ix M	3 years (10 interior)	2 years	
	Clear	4 mil Poly X / 6 mil Poly X	3 years	2 years	
Specialty	SF Clear Mod4	4 mil ix Mod / 7 mil Mod ix / 12 mil Mod ix	Applied Film <sup>5</sup>	Applied Film <sup>5</sup>	
	Modular Poly Clear	2 mil ix	Applied Film <sup>5</sup>	Applied Film <sup>5</sup>	
	SkyWay™ Bird Film	4 mil	3 years	n/a	

vi. 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, Avery Dennison shall only be required to bear the costs for the replacement of the defective Products (including the related labor costs). If Avery Dennison, 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 Avery Dennison, provided that Avery Dennison 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 Avery Dennison 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.

5. 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 AVERY DENNISON 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, AVERY DENNISON 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 AVERY DENNISON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AVERY DENNISON 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.

#### 6. Warranty Claims

All warranty claims must be received by Avery Dennison Warranty Department at 8080 Norton Parkway, Mentor, Ohio 44060 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 Avery Dennison's or its authorized agents in the inspection of the Product that were claimed to be defective, and will assist Avery Dennison in efforts to perform its obligations under this warranty. Avery Dennison 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.

**7. Inspection Rights**

It is the responsibility of the Purchaser to thoroughly inspect the Products upon its receipt and to notify Avery Dennison in writing of evident defect promptly upon its discovery, by defining the defect in detail and declaring which claims are asserted. Avery Dennison'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 Avery Dennison and shall be final and binding.

**8. 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 Avery Dennison, unless made in writing and signed by and official signatory of Avery Dennison. This limited warranty is not transferrable 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. Avery Dennison 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.

**9. 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**

**10. Anti-Graffiti Films Limited Warranty**

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

**11. 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 (excluding film SF Clear Mod).
- b) Automotive film is applied to flat glass constructions.
- c) If filmed windows are triple or more pane construction, textured, wire film glass, or an IG unit inclusive of a suspended film – need prior approval from Avery Dennison.
- d) Film is applied to any glass on which there is paint, lettering, signs, stickers or other permanent or temporary ornamentation.
- e) Filmed glass has prior damage, is chipped, cracked, has holes in it, or light is visible between the frame and the glass.
- f) Film is applied to non glass substrates (if not specifically permissible) – excluding Avery Dennison Poly and AG Clear window films.
- g) Altitude is above sea level >2500ft: needs prior written approval from Avery Dennison
- h) Film is only partially applied to glass.
- i) Window is shaded by exterior overhangs, extensions, columns, pillars, etc. – need prior approval for application of specific products as SP e-Lite 45 X, SP Blue 75 X.
- j) Windows are non-rectangular larger than 20 sq. ft.
- k) Film is applied to any type of laminated glass (excluding laminated glass permitted on Company's Film to Glass Chart FTG): needs prior written approval from Avery Dennison.
- l) Damage caused by acts of nature (accidents, floods, fire, explosion etc).

**12. XTRM PRO Exterior Window Films Limited Warranty**

Please reference installation guidelines for all Avery Dennison XTRM PRO Exterior Window Films. Avery Dennison XTRM PRO window films are warranted against cracking, crazing, delaminating, demetalizing and adhesive failure when properly installed in accordance with Avery Dennison's installation guide on suitable exterior surfaces and edge sealed with approved neutral silicone agents on all 4 edges. Edge sealing is not required for SkyLite XTRM PRO series except in applications where water can pool on edges. Based on the relevant circumstance, the Warranty periods applicable to Avery Dennison XTRM PRO window films are the following:

- SkyLite 20 XTRM PRO**  
 » Above 40°N Latitude: 10 years (H)  
 » Between 15°N-40°N Latitude: 8 years (H)  
 » Below 15°N Latitude: 7 years (H)
- DR Grey 10/20/35 XTRM PRO**  
 » Above 40°N Latitude: 8 years\* (V) / 4 year (H)  
 » Below 15°N Latitude: 6 years (V) / 3 year (H)

**R Silver 20 XTRM!: prorated warranty by year**

Above 40° N Latitude:	10 y	11y	12y	13y	14y	15y	>15y
% coverage	n/a	n/a	Full	50%	30%	20%	0%
Above 40° N Latitude:	10 y	11y	12y	13y	14y	15y	>15y
% coverage	n/a	Full	70%	50%	30%	20%	0%
Above 40° N Latitude:	10 y	11y	12y	13y	14y	15y	>15y
% coverage	Full	60%	50%	40%	30%	20%	0%

\*Up to 10 years per specific project based on written approval from Avery Dennison.  
 V=Vertical H=Any deviation from vertical

**13. 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, Avery Dennison only approves and offers its Limited Warranties on glass and film combinations as detailed on the Company's Film To Glass Application Chart (FTG), which may be changed from time to time by Avery Dennison. Tempered, heat strengthened, or annealed glass, including the inner (room side) pane of double pane or insulated glass units, is warranted by Avery Dennison 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 Avery Dennison window films, Avery Dennison 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 Avery Dennison window film judged to be necessary by Avery Dennison; 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 Avery Dennison shall never exceed \$500 (or the equivalent amount in the relevant local currency), per glazing unit and film (this includes costs for materials and labor). 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 5,000 square feet on commercial buildings requires written pre-approval by Avery Dennison in order to qualify for the glass breakage and seal failure warranty. Please consult the Film to Glass Chart 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 Avery Dennison Brand Window Films, to which the seal failure coverage applies. Avery Dennison 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 warranty does not cover the following:

- a) Two or more films are applied to the same glass surface (excluding film SF Clear Mod).
- b) If filmed windows are triple pane construction, textured, wire film glass, or an IG unit inclusive of a suspended film – need prior approval from Avery Dennison.
- 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 (excluding Avery Dennison Poly and AG Clear window films).
- 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 11 feet or the glass has more than 100 sq. ft. of surface area – need prior approval.
- 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 Avery Dennison (unless approved on FTG).
- t) SkyWay™ Bird Film is not covered for glass breakage or seal failure warranty.

**14. Security Film Caution**

- a) 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 Avery Dennison Security Films may help reduce the occurrence of flying glass shards under certain conditions and potentially delay intruders, these films do not prevent death, personal injury or property damage due to these incidents. Window films are not bulletproof and are not designed to stop intruders. Customers should consult with security professionals prior to selecting any window films to determine suitability for the intended application and environment.
- b) 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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