

# Express Warranty for Residential or Commercial Architectural Products



Thank you for choosing Solar Gard® window film or graffiti protection film from Saint-Gobain Solar Gard Australia Pty Ltd ("SGSG"), for use in your residential or commercial premises. Set out below are details of the warranties we offer and the limitations of these warranties. These warranties apply to our products and not to installation of the products by dealers. Installation is subject to a separate agreement between you and the installer.

### 1. Express Warranty Periods:

**DEALER:**  
Please tick the box of the film type purchased where applicable:

	Residential		Commercial			
	Dealer Tick Box	Residential Warranty Period	Warranted Against excessive or unusual change of colour	Dealer Tick Box	Commercial Warranty Period	Warranted Against excessive or unusual change of colour
Ecolux		Lifetime*	Yes		15 yrs	Yes
CX		Lifetime*	Yes		12 yrs	Yes
LX		Lifetime*	Yes		10 yrs	Yes
Night Scene GSG10		Lifetime*	No		10 yrs	No
NightSky		Lifetime*	Yes		10 yrs	Yes
Quantum		Lifetime*	Yes		10 yrs	Yes
TrueVue		Lifetime*	No		10 yrs	No
ULR		Lifetime*	Yes		10 yrs	Yes
Stainless Steel		10 yrs	Yes		10 yrs	Yes
Solar Bronze		10 yrs	Yes		10 yrs	Yes
Silver		10 yrs	Yes		10 yrs	Yes
Sterling		10 yrs	Yes		10 yrs	Yes
Slate		10 yrs	Yes		10 yrs	Yes
Silver AG Low E		7 yrs	Yes		7 yrs	Yes
Silver/Grey		7 yrs	No		7 yrs	No
Grey/Silver		7 yrs	No		7 yrs	No
Decorative		5 yrs	No		5 yrs	No
Sentinel Plus OSW - slope - Australia only		3 yrs	Yes		3 yrs	Yes
Sentinel Plus OSW - slope - New Zealand only		5 yrs	Yes		5 yrs	Yes
Sentinel Plus OSW - vertical - Australia and New Zealand		7 yrs	Yes		7 yrs	Yes
Armorcoat 2/4/7 Mil Clear		10 yrs	No		10 yrs	No
Armorcoat 4 Mil Solar Tinted**		10 yrs	Yes**		10 yrs	Yes**
Armorcoat 4 Mil NR Smoke35		3 yrs	No		3 yrs	No
GraffitiGard		10 yrs internal 3 yrs external	No		10 yrs internal 3 yrs external	No
GraffitiTidy		10 yrs internal 3 yrs external	No		10 yrs internal 3 yrs external	No

\* Subject to the exclusions in section 7, "Not covered by these Express Warranties".

\*\* Not applicable to Armorcoat 4 Mil NR Smoke 35.

**2. Express Warranties:** Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or a refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Nothing in these express warranty provisions limit other rights which may exist under the Australian Consumer Law. Please note that these Express Warranties apply only in respect of the supply of Products, and any claims in respect of installation should be made directly with and to the applicable installer.

Subject to the exclusions in section 8, SGSG provides the additional Express Warranties set out in this section. These Express Warranties are additional to guarantees you may have under the Australian Consumer Law.

#### Warranties Against Defects

SGSG warrants all Solar Gard window film (at Section 1, the "Product(s)") against adhesive failure, bubbling, cracking/crazing, delamination, demetallisation, peeling or other manufacturer's defect in accordance with the Australian Consumer Law.

#### Warranty Against Excessive or Unusual Change in Colour

As indicated in section 1, in addition to above-named defects, select products are warranted against excessive or unusual change of colour.

**3. Covered Persons/Companies:** The Express Warranties are provided and apply only to you as an end-user, who has originally purchased the Product from an authorised SGSG window film distributor or dealer (confirmation is available from your local Solar Gard service centre) and excludes all purchases for the purpose of re-supply. The Express warranties are not transferrable.

**4. Warranty Period:** The Express Warranty coverage begins on the date the Product was installed and extends for the period of time applicable for the particular Product as indicated at Section 1 above.

**5. General:** Nothing in this Express Warranty excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited. If any guarantee, warranty, term or condition is implied or imposed in relation to the Products under the Australian Consumer Law or any other applicable legislation and cannot be excluded ("Non-Excludable Provision"), and SGSG is able to limit the customer's remedy for a breach of the Non-Excludable Provision, then the liability of SGSG for breach of the Non-Excludable Provision is limited to, at SGSG's option, (a) replacement of the Product(s), (b) repair of the Product(s), (c) the purchase price of the Product(s) or (d) the cost of having the goods repaired.

SGSG will provide replacement Product and reasonable labour charges not to exceed the percentage of the amount of the original invoice, equal to the percentage of Product replaced. For purposes of this warranty, the original invoice amount includes the price of the Product and installation labour paid at the time of the initial installation.

Subject to SGSG's obligations under a Non-Excludable Provision and to the maximum extent permitted by law, SGSG (including its officers, employees and agents) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise, for personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits); whether direct, indirect, special or consequential arising in any way out of the Products.

## A CUSTOMER INFORMATION

Name \_\_\_\_\_

Address \_\_\_\_\_

City/state/post code \_\_\_\_\_ Day phone # \_\_\_\_\_

Email \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

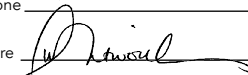
## B DEALER INFORMATION

Installer name: \_\_\_\_\_

Business name \_\_\_\_\_

Address \_\_\_\_\_

City/state/post code \_\_\_\_\_ Telephone \_\_\_\_\_

Installation date \_\_\_\_\_ Signature 

## C PRODUCT INSTALLATION INFORMATION Continued overleaf

Film Description	Roll #	Length	Width	Sq Feet/M	x	# of Panes	= Total Square Feet/M
To calculate square feet per pane, multiply your length in inches by your width in inches and divide the total by 144.				TOTAL SQUARE FEET/M			
(Extra space overleaf)							

Sections A, B & C should be completed in full.

**Illegible or incomplete information may delay processing of warranty claims or void this Express Warranty.**

Oral or written statements by any party other than in this Express Warranty document should not be relied upon by you, and are not part of the Express Warranties. SGSG is not liable for any loss, damage, expense or cost, resulting from safety performance claims made by dealers or installers regarding the Product.

No other person or entity, including the dealer or distributor, has any authority or power to modify or extend the Express Warranties. These Express Warranties can only be modified by a written agreement signed by an officer of SGSG. Proper installation for the consumer's particular requirements is the responsibility of the installing dealer (whether or not such Installer is "Certified" by SGSG).

**6. Note to Dealer and Customer:**

The information should be completed by the dealer and the end-user at the time of installation of the Product to assist in making a warranty claim at a later date. Please print clearly. Warranty claims that are not legible and/or do not provide complete information may delay processing of warranty claims or void your warranty.

SGSG reserves the right to approve the warranty repair service provider who will perform the Express Warranty claim service. All warranty claim payments will be made to the warranty repair service provider who has been authorised by SGSG to perform the warranty service pursuant to the terms of this Express Warranty.

It is recommended for installations greater than 230m<sup>2</sup> that you complete a film to glass checklist (PDF0322AU).

**7. Not Covered by these Express Warranties:** You may have other rights and remedies under the *Australian Consumer Law*, however the Express Warranties do not cover any one or more of the following:

1. Installation of the Product (whether or not (i) performed by a dealer, or (ii) the installer is "Certified" by SGSG); or
2. Damage to the Product from the hanging or suspension of weight on it e.g., a suction cup; or
3. Improper film-to-glass applications, improper film-care or cleaning including, without limitation, failure to follow care instructions; or
4. Product abuse; or
5. Normal wear of the Product; or
6. Failure of the foundation, the movement of the wall, or settlement of the building in or on which the Product is installed; or falling objects, scraping or damage to any part of the Product; or
7. Contact with or exposure to chemicals or foreign substances of a corrosive nature; or
8. Earthquakes, tornadoes, cyclones or other acts of God, explosions, fires, riots or similar disturbances or theft or break in; or
9. Non-conforming applications and non-complying film uses; or
10. The LX film has not been properly edge sealed using SGSG's approved edge sealant required for all architectural applications of LX; or
11. Installations over 230 sq m unless SGSG approves in writing before installation (PDF0322AU); or
12. Safety or any other performance claims made by dealers or installers; or
13. The Sentinel Outside Weatherable Film Product has not been properly edge sealed using an approved edge seal and per Technical bulletin: Outside Weatherable Film Installation; or
14. Application of the Product on spandrel glass that has been painted, coated with ceramic frit, coated with film or any other opaque material applied to the surface of the glass; or
15. Any other acts, occurrences, defects, faults or damages not caused by SGSG, such as, but not limited to, the quality of workmanship of the glass or insulated glass (IG) unit(s).

**8. How To Make a Warranty Claim:**

Subject to your rights under the *Australian Consumer Law*, SGSG reserves the right to verify eligibility for claims under the Express Warranties, and to inspect the affected window before approving a claim. To make a warranty service claim:

1. Contact your original installing dealer to initiate a warranty service claim. If your original installing dealer is not accessible visit Solar Gard, at <http://www.solargard.com/au> to locate your closest Solar Gard installer, or contact the Customer Service Department at Solar Gard Australia / SWF Distribution New Zealand. See 8.6.
2. In order to process a warranty claim, a SGSG dealer must receive the following warranty claim support materials:
  - a) A copy of this fully completed Express Warranty document;

**b) Proof of purchase from the installing dealer. This information is best provided by keeping a copy of your proof of purchase invoice/receipt attached to your warranty agreement.**

3. The authorised warranty repair service provider shall submit these materials to SGSG who will authorise the warranty service provider to perform the warranty repair service in case of eligibility of the product to warranty with regard to the terms of this warranty agreement. The warranty service provider must obtain written pre-approval from SGSG before beginning the warranty repair service.
4. Upon completion of the warranty repair service, the customer will be required to sign a warranty repair claim form. This form will enable the dealer to be reimbursed for the warranty repair service.
5. All warranty claim payments will be made to the warranty repair service provider who has been approved in advance by SGSG to perform the warranty service pursuant to the terms of this Express Warranty. SGSG reserves the right to approve the independent window film dealer who will perform the warranty service.
6. All warranty repair service claims must be submitted to SGSG by the authorised warranty repair service provider within forty-five (45) days of completion of the warranty work.

For additional warranty claim questions contact:

Solar Gard Australia 7 Walker Place Wetherill Park NSW 2164 Tel: 02 9838 8888 Fx: 02 9838 8088 SGAus-sales@saint-gobain.com	Solar Gard Distributor New Zealand SWF Distribution Tel: 09 441 0040 Fx: 09 444 2788 sales@swffilms.co.nz
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**WINDOW FILM CARE & MAINTENANCE**

**Film Dry-out Time**

The mounting solution used during the installation of your Solar Gard window film may require a dry-out time. Cold or non-sunny weather conditions, air conditioning or window orientation can lengthen the dry-out time, while warm weather and direct sunlight exposure will shorten the dry-out time. Small water beads and a slightly cloudy look may appear during the dry-out time.

If slow drying does occur, do not become alarmed. The film will dry out.

The windows must remain in the closed position for a minimum of 48 hours. An almost invisible, very fine splice may appear on curved or large windows which require two or more sections of film to completely cover the given area. This is not a fault.

**Cleaning Instructions**

- A soft, damp cloth or chamois is recommended for general cleaning with use of mild dish washing liquid for removal of greasy marks. Do not use abrasive cloths, brushes or powder on the film. Do not use ammonia based or other strong cleaning products.
- To avoid scratching the film do not use bristle brushes, abrasive scrubbing sponges, or any cleaning materials that may have been contaminated with dirt particles, as is commonly the case when washing interior and exterior windows with the same cleaning materials.
- Some brands of paper towels are coarse enough to put fine scratches in the film - even films with scratch resistant, protective hard coat finish. While these scratches may be too thin to be seen at the beginning, they can damage the polished look of the film over time.
- Do not stick heavy or gummed signs, tape, etc on the film. Do not use aerosol sprays on the film.
- A few small particles or "points" may remain. They are generally visible only from the outside and are inherent to film adhesives. These points or light reflections do not affect the heat, glare or fade reduction performance of the film in any way.
- The barely visible border around the edges ensure that the film is properly sealed and bonded to the glass. Do not pick at the edges of the film as the seal, once broken, provides a possible source of contamination.
- A slightly hazy or milky appearance, caused by water between the film and the glass will be evident for several days after application. Don't be concerned - it will disappear and the film will be optically clear.
- Window film installations are rarely carried out in a completely dust free environment. As a consequence, installation can sometimes trap small dirt particles, fibres, small air bubbles and the like under the film. Such inclusions are concurrent with industry best practice if unobtrusive and small in number.

**C PRODUCT INSTALLATION INFORMATION** Continued from overleaf

Film Description	Roll #	Length	Width	Sq Feet/M	x	# of Panes	= Total Square Feet/M
To calculate square feet per pane, multiply your length in inches by your width in inches and divide the total by 144.				TOTAL SQUARE FEET/M			