

# COMMERCIAL OFFICIAL WARRANTY CERTIFICATE This warranty is for professionally installed Global Window Film:



## **NICROME 20 EXTERIOR**



## **LIMITED WARRANTY**

Thank you for purchasing a professional quality Global Window Films (hereinafter referred to as "Product") for your commercial application. Global Hi-Tech Films Inc., the marketing subsidiary for Global Window Film manufacturer (hereinafter GHFI,) are proud to provide the customer (Buyer) who purchased Product with the following limited commercial warranty coverage.

Pursuant to the coverage term applicable for the Global architectural window film product Buyer has purchased, GHFl agrees to replace the Buyer's Product in the event that the Buyer experiences defects during the coverage period which is limited to adhesion failure, peeling, bubbling, blistering, delamination and demetalization. GHFl further gives the "Won't Turn Purple" warranty coverage on Product for the above mentioned coverage period. The limited warranty coverage becomes void if installation of the Product violates any law or regulation of the State or province where it may be used. Only those Architectural window films that are in compliance with State or local laws are covered by this warranty. This warranty is void unless the Product is applied by a GHFl certified and authorized professional application technician with proper care on **exterior** glass surface of the **commercial** property. With the exception to the extent prohibited by applicable law, any implied warranties, including the implied warranty of merchantability or fitness for a particular purpose on this Product is expressly limited to coverage period of this warranty. Some States or Provinces provide for implied warranties and with this exception this warranty is hereby limited. This Warranty is exclusive and in lieu of all other warranties, agreements and similar obligations of GHFl with respect to repair and/or replacement of the film. Under this Warranty, the replacement of the film is the exclusive remedy which a Customer can obtain from GHFl. In no event shall GHFl be responsible either in contract or tort for any damage or loss whether indirect, consequential, incidental, special or direct arising from the use or inability to use the film. This limitation of liability is limited to the extent it is accepted by applicable law and as provided under this Warranty Card.

GHFI liability is limited to the warranty provided herein and no other warranties or representations are provided. No person, Seller, Distributor, Agent Dealer or Professional Installation Company is authorized to modify, change or extend the terms of this limited warranty or to assume or create any obligations or liabilities for GHFI.

#### **COVERAGE LIMITATIONS**

This warranty does not cover and GHFI hereby disclaims all liabilities for any loss, damage, expense or cost as a result of poor installation quality, failure to adhere to IWFA accepted installation procedures, misuse, unapproved application, Product abuse, improper Product care maintenance or cleaning, glass breakage, non-Architectural applications and/or non complying uses of the film and installation carried out by other than authorized installers.

#### **WARRANTY CLAIMS**

This warranty provides for specific legal rights that may vary from State to State or Province to Province. This warranty shall be construed by the laws of England and Wales, without regard to conflict of law principles. Buyer must contact the Seller within the applicable warranty period to initiate a warranty claim. GHFI shall be solely responsible for determining validity of all claims and reserves the right to deny claims that do not meet the criteria as described above. In the unforeseen event that the Buyer experiences a covered product defect, Seller will remove and replace the defective Product upon warranty service authorization from GHFI. If Seller is not available towards initiating warranty service claim, the Buyer can initiate a warranty service claim by contacting the regional GHFI Distributor or write to: Global Hi-Tech Films Inc. Warranty Service Department, Unit 2-17, The Plaza 535 Kings Road London SW 10 0SZ to obtain prompt warranty service assistance. Upon warranty service authorization, GHFI will guide Buyer to Seller or to another independent window film dealer who has been authorized by GHFI to perform the warranty service.



### LIMITED WARRANTY

#### **MAKING A WARRANTY CLAIM**

Please follow these steps to initiate a GWF warranty service claim:

- 1. Buyer must contact the Seller. If Seller is not available, Buyer can initiate a warranty service claim by contacting the regional Product Distributor USA Toll Free at 1.866.664.5622 and Canada Toll Free at 1.888.846.9578 or write to: Global Hi-Tech Films Inc. Warranty Service Department Unit 2-17, The Plaza 535 Kings Road London SW 10 0SZ. Upon warranty service authorization, GHFI will guide Buyer to Seller or to another independent window film dealer who has been
- 2. All requests for warranty service must be authorized by a GHFI representative prior to warranty service commencement.
- 3. The following will be required to process a GWFI warranty service claim;
  - a) The Buyer's original warranty certificate.
  - b) The Buyer's original purchase invoice from the Seller.

authorized by GHFI to perform the warranty service.

- c) Copy of identity card in case of individual.
- d) Warranty shall not be valid if the dealer/Seller stamp and signature are not affixed on the warranty card.

#### **DISCLAIMERS**

GHFI is not liable for any loss or damage as a result of installation quality, improper maintenance, cleaning abuse, non-commercial applications and/or non complying uses of the film. Warranty service repair does not renew or extend the original term of this warranty. This warranty does not include coverage for Thermal Shock Fracture (TSF) and/or Insulated Glass Unit (IGU) seal failure. For specific Thermal Shock Fracture & IGU seal failure information, see TSF & IGU warranty certificate GWF catalog #4040.

With the exception to the extent prohibited by applicable law, any implied warranties, including the implied warranty of merchantability or finesse for a particular purpose on these products is expressly limited in duration of this warranty. Some states or provinces provide tor implied warranties and with this exception this warranty is hereby limited. This warranty is exclusive and in lieu of all other warranties, agreements and similar obligations of GHFI with respect to repair and/or replacement of the film. The replacement of the film is the exclusive remedy of GHFI. In no event shall GHFI be responsible either in contract or fort for any damage or loss whether indirect, consequential, incidental, special or direct arising from the use or inability to use the film. This limitation of liability is limited to the extent it is accepted by applicable law. GHFI's liability is limited to the warranty provided herein and no other warranties or representations are provided. No person, distributor agent dealer or professional installation company is authorized to modify, change or extend the terms of this limited warranty or to assume or create any obligations or liabilities for GHFI. This warranty provides for specific legal rights that may vary from state to state or province to province. This agreement shall be construed by the laws of England and Wales without regard to conflict of laws principles. Buyer hereby waives any rights to personal jurisdiction and any suit arising here from shall be heard exclusively in the courts of the part of the United Kingdom.

It is expressly declared that this warranty is not transferable.

It is expressly declared that this limited architectural warranty coverage extended to the Buyer by the Seller:

- (i) Commences on the date of invoice and is not transferable.
- (ii) Does not cover any loss, damage, expense or cost, resulting from any one or more of the following:
  - a. Any loss or damage as a result of installation quality.
  - b. Improper film-to-glass applications.
  - c. Improper maintenance, failure to follow care instructions.
  - d. Falling objects, scraping or damage to any part of the product or contact with or exposure to chemicals or foreign substances of a corrosive nature.
  - e. Earthquakes, tornadoes, hurricanes, explosions, fires, theft, riots or similar disturbances.
  - f. Non-conforming applications and non-complying film uses.
  - g. Fading or color change of furnishings, draperies or interior items.
  - $h. \quad \mathsf{Damage} \ \mathsf{to} \ \mathsf{the} \ \mathsf{product} \ \mathsf{from} \ \mathsf{the} \ \mathsf{hanging} \ \mathsf{or} \ \mathsf{suspension} \ \mathsf{of} \ \mathsf{weight} \ \mathsf{on} \ \mathsf{it} \ \mathsf{e.g.}, \mathsf{a} \ \mathsf{suction} \ \mathsf{cup}.$
  - i. Product abuse, cleaning abuse.
  - j. Safety claims made by dealers, retailers or installers.
  - 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.