

# Limited Transferable Automotive Warranty Plus



1. DEALER: Please initial the box of the film type purchased where indicated:

	Ultra Performance	Quantum®	HP Supreme	NR Supreme	Galaxie™	HP Charcoal	HP Smoke® Plus	NR Charcoal	NR Smoke® Plus
<b>Dealer Initial Appropriate Box:</b>									
<b>Warranty Period:</b>	Limited lifetime	Limited lifetime	Limited lifetime	Limited lifetime	Limited lifetime	Limited lifetime	Limited lifetime	5 years	5 years
<b>Warranted against demetallization:</b>	No	Yes	Yes	No	No	Yes	Yes	No	No
<b>Warranted against excessive or unusual change of color:</b>	Yes	Yes	Yes	Yes	Yes	No	No	No	No

**2. Warranty Coverage:** Bekaert Specialty Films, LLC ("BSF") warrants all BSF window film (listed above, the "Products") against adhesive failure, bubbling, cracking/crazing, delamination, peeling, or other manufacturer's defect; provided and on the condition that the Products were properly sold and installed on an appropriate automobile glass surface by an authorized dealer in accordance with all recommended installation procedures, and subject to the conditions described below in the "Not Covered by Warranty" section 6.

**3. Additional Warranty for Certain Products:** BSF also warrants the Quantum, HP Supreme, HP Charcoal and HP Smoke Plus Product against demetallization for the period of the applicable warranty coverage. No warranty against demetallization is provided for the Ultra Performance, NR Supreme, Galaxie, NR Charcoal, and NR Smoke Plus Products.

BSF also warrants Ultra Performance, Quantum, HP Supreme, NR Supreme and Galaxie Products against excessive or unusual change of color for the period of the applicable warranty coverage. However, no such warranty is provided for HP Charcoal, HP Smoke Plus, NR Charcoal, and NR Smoke Plus Products.

**4. Covered Persons/Companies:** This warranty is provided and applies only to (1) independent window film dealer who purchased the Product from BSF or from a BSF distributor; (2) the registered owner of the automobile at the time the Product was installed; and (3) subsequent purchaser of the automobile, who properly transfers the warranty in accordance with the process referenced below in section 9. **This warranty is the sole and exclusive warranty provided by BSF to the persons and entities described above for the Products purchased.**

**5. Warranty Period:** This warranty coverage begins on the date the Product was installed and extends for the period of time the original registered owner of the automobile owns the automobile; except, in the case of NR Charcoal and NR Smoke Plus the warranty coverage extends only for a period of five (5) years from the date of the original Product installation. Also, in the case of a valid transfer of the warranty to a subsequent purchaser in accordance with BSF's terms, the warranty coverage extends only for a period of five (5) years from the date of the original Product installation. **This warranty terminates at the sale of the automobile unless the warranty is transferred as provided in section 9.**

**6. Not Covered by Warranty:** This warranty is voided by, and BSF does not cover and hereby disclaims all liability for any loss, damage, expense or cost resulting from 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 BSF); or
2. Improper product care, maintenance or cleaning; or
3. Product abuse; or
4. Glass breakage; or
5. Non-automotive applications, such as non-convex mirrors; or
6. Any accidents, occurrences, events, faults or damage not caused by BSF.

THIS WARRANTY ONLY APPLIES TO PRODUCTS INSTALLED IN THE UNITED STATES AND CANADA.

This warranty is to be used in compliance with applicable laws, statutes, regulations and ordinances ("Laws") of the country, state, province or local jurisdiction, with the exception of tinted window Laws. Failure to comply with applicable Laws voids the warranty. IT IS THE APPLICABLE LAW'S AUTHORITY TO COMPLY WITH ALL APPLICABLE LAWS.

**7. Limitations:** THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY BSF FOR THE PRODUCT PURCHASED. THIS WARRANTY IS GIVEN IN LIEU OF, AND SUPERSEDES AND REPLACES, ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND/OR AGREEMENTS,

INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES IMPLIED BY LAW, SUCH AS THE IMPLIED WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

IN THE EVENT OF ANY DEFECT IN, OR FAILURE OF, THE PRODUCT OR IN THE EVENT THE PRODUCT FAILS TO PERFORM AS REPRESENTED OR EXPECTED, BSF'S SOLE AND EXCLUSIVE OBLIGATION SHALL BE TO REPLACE THE PRODUCT AND PAY FOR REPLACEMENT LABOR SUBJECT TO THE LIMITATIONS SET FORTH IN THIS WARRANTY. PROVIDING THAT IF THE SAME PRODUCT IS AVAILABLE BSF MAY REPLACE WITH A SIMILAR PRODUCT AT ITS DISCRETION.

IN NO EVENT SHALL BSF BE RESPONSIBLE FOR ANY OTHER COSTS, ATTORNEY'S FEES, EXPENSES OR DAMAGES (REGARDLESS OF WHETHER THEY ARE CLAIMED TO BE DIRECT, CONSEQUENTIAL OR INCIDENTAL) ARISING IN ANY WAY FROM THE PRODUCT OR ANY FAILURE OF THE PRODUCT TO PERFORM AS REPRESENTED OR EXPECTED AND WHETHER ARISING IN CONTRACT, WARRANTY, NEGLIGENCE, PRODUCT LIABILITY, TORT, OR OTHERWISE. BSF SHALL NOT BE LIABLE FOR ANY WARRANTY, LOSS OR DAMAGE, INCLUDING EXPRESSLY EXCLUDED IN THIS LIMITED WARRANTY. BSF SHALL NOT BE LIABLE FOR LOSSES OR DAMAGES RELATED TO OR INVOLVING GLASS BREAKAGE.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OF DAMAGES MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU LEGAL RIGHTS WHICH YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

BSF's replacement cost plus reasonable labor charges not to exceed the combined amount of the purchase and installation cost as stated on the original invoice. Payment of the partial window film replacement will be prorated based on the amount of defective film replaced and the amount charged for installation as stated in the original invoice.

**BSF's total liability, whether for breach of contract, warranty, negligence, products liability, or commission of any other tort, violation of any regulation, or ordinance, or otherwise, is limited to the purchase price of the particular Product sold under this warranty as stated on the original invoice.**

In the event that it is necessary to replace defective film, any such replacement will not extend the duration of this warranty coverage. BSF reserves the right to approve the warranty repair service provider who will perform the warranty claim service. All warranty claim payments will be made to the warranty repair service provider who has been authorized by BSF to perform the warranty service pursuant to the terms of this warranty.

Oral or written statements by any party other than in this warranty should not be relied upon by you, and are not part of this warranty. NO OTHER PERSON OR ENTITY, INCLUDING THE DEALER, HAS ANY AUTHORITY OR POWER TO MODIFY OR EXTEND THIS WARRANTY.

THIS LIMITED WARRANTY CAN ONLY BE MODIFIED BY A WRITTEN AGREEMENT SIGNED BY AN OFFICER OF BSF.

**8. CUSTOMER AND DEALER PLEASE NOTE:** The following information must be completed by the dealer (and the customer) at the time of installation of the Product in order to make a warranty claim at a later date. PLEASE PRINT CLEARLY. WARRANTIES THAT ARE NOT LEGIBLE AND/OR DO NOT PROVIDE COMPLETE INFORMATION MAY DELAY PROCESSING OF WARRANTY CLAIMS AND/OR RESULT IN THEIR DENIAL.

## A CUSTOMER INFORMATION

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Daytime telephone number: \_\_\_\_\_

## B DEALER INFORMATION

Name/Company name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Telephone number: \_\_\_\_\_

## E INVOICE AMOUNT

Product amount: \_\_\_\_\_  
 Labor: \_\_\_\_\_  
 Subtotal: \_\_\_\_\_  
 Sales tax: \_\_\_\_\_  
 Total: \_\_\_\_\_

## C PRODUCT INSTALLATION INFORMATION

Film Location/Type:  
 Eyebrow \_\_\_\_\_  front side windows \_\_\_\_\_  
 rear side windows \_\_\_\_\_  back window \_\_\_\_\_  
 miscellaneous \_\_\_\_\_  
 Roll Number: \_\_\_\_\_  
 Date of installation: \_\_\_\_\_

## D AUTOMOBILE INFORMATION

Make: \_\_\_\_\_ Model: \_\_\_\_\_  
 Year: \_\_\_\_\_ VIN # (last 6 digits): \_\_\_\_\_

I hereby acknowledge that I have read the terms of this warranty, and I agree to the terms and conditions of this warranty. I acknowledge that this warranty is not valid unless signed below.

Customer signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Dealer signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Retain this completed document with proof of purchase in your records.**

FOR PROPER CARE AND MAINTENANCE, SEE THE CARE AND MAINTENANCE INSTRUCTIONS FOR THE PRODUCT INCLUDED WITH THIS WARRANTY PACKET, OR YOU CAN OBTAIN A COPY OF THE CARE INSTRUCTIONS AT <http://www.solargard.com/Warranty/Home>.

**9. To Transfer this Warranty:** This warranty may only be transferred to the subsequent purchaser of a covered automobile in accordance with the process and rules set forth at the Solar Gard® Website at <http://www.solargard.com/Warranty/Home>.

**10. To Make a Warranty Claim:** BSF reserves the right to verify eligibility for this warranty coverage, and to inspect the affected window before approving a claim. To make a warranty service claim, it is required that the following steps be followed:

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/Dealer\\_Locator/Find\\_A\\_Dealer](http://www.solargard.com/Dealer_Locator/Find_A_Dealer) to locate your closest Solar Gard dealer.
2. In order to process a warranty claim, a Solar Gard dealer must receive the following warranty claim support materials:
  - a) A copy of this fully completed Warranty agreement.
  - b) Proof of purchase from the installing dealer. This information is best provided by keeping a copy of your proof of purchase invoice attached to your warranty agreement.

3. 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.
4. All warranty claim payments will be made to the warranty repair service provider who has been approved in advance by BSF to perform the warranty service pursuant to the terms of this warranty.
5. **All warranty repair service claims must be submitted to BSF by the authorized warranty repair service provider within forty-five (45) days of completion of the warranty work. For warranty claims greater than \$2,500.00, the authorized warranty repair service provider must obtain written pre-approval from BSF before beginning the warranty repair service.**

For additional warranty claim questions contact:

Solar Gard  
Warranty Service Department  
4540 Viewridge Avenue  
San Diego, CA 92123  
E-mail: [customer.service@bekaert.com](mailto:customer.service@bekaert.com)  
Phone 866-572-1922