

Date: 06/12/2018 rev. 01

SMART GLASS INTERNATIONAL WARRANTY:

1. Vlavianos SA (the manufacturer) provides a 2 year limited warranty of the SmartGlass film (the Product) to the purchaser (the Customer), against electrical failure because of workmanship starting from delivery date.
2. The Product is manufactured under ISO 9001:2015 quality standards and tolerances comply with the requirements pertained within UNE-EN 14449:2006 and UNE-EN 12543:2011. Though the Manufacturer aims to surpass Industry Standards, it reserves the right to defer from these improved tolerances and instead refer and supply in line with relevant industry standards. This applies to both new and existing contracts.
3. The Manufacturer is not obliged to honor any part of the warranty or provide further service until payment has been effected in full by the Customer.
4. Should the Product present a defect during the course of the warranty period, the Manufacturer will by its sole option either:
 - a. Provide a replacement.
 - b. Refund all or a prorated portion of the Customer cost based on the useful life of the Product.
 - c. Repair the Product if possible.
5. In the event of replacing the Product, the warranty thereon will extend to the balance of the original 2 year period. It may be required that the Product designated as defective or faulty be returned to the Manufacturer for analysis.
6. The warranty is transferable from the initial Customer to the subsequent Customer but shall become null and void if the location of Product is changed from initial installation site.
7. The warranty does not include the cost of transportation for returning, re-delivering or repairing the Product and/or items originally supplied by the Manufacturer. The Customer agrees to assume all financial responsibility for removal of old Product and installation of new one. The Manufacturer is not liable for any labor, material or other damages and/or costs associated with removal of old, or installation of new, or damages from any product failure of the Product.
8. The installation must be done after having read and fully understood the Installation Manual provided along with the Power Drive. All parameters of the Power Drive are pre-set by the Manufacturer; variations to the pre-set settings, misuse and or incorrect connections can cause irreparable damages which are not covered by the warranty. The warranty shall not apply to failure of the Product due to incorrect installation of the Power Drive and/or the Product.

LIMITATIONS & EXCLUSIONS:

1. Optical Characteristics: It is understood that the Product is not optically as clear as a standard laminated float glass. The Product in transparent mode is affected by haze from straight view and may appear increased from angle view. Haze is unavoidable, and part of the Product makeup, therefore it is considered as acceptable. Direct lighting onto the Product should be avoided. Ambient lighting may affect the haze level and color tone of the Product. Color variations of up to 2 units using Delta E model CIE LAB will not be a reason for replacement, refund or return.
2. The Manufacturer is not liable for any damages or costs associated with improper storage, installation, hardware, usage or maintenance of the Product, including and not limited to heat shocks, negligee accident,

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incorrect maintenance of silicone joints, sudden increase in electrical tension, or in case of negligence in use, transportation, handling or storage, or if it is repaired by anyone that is not the Manufacturer and/or its authorized dealers / installation technicians.

3. The warranty shall not apply if the Product is exposed to silicones, sealants or other chemical and/or corrosive materials, regardless if these are neutral which are not previously authorized in written by the Manufacturer.
4. The Manufacturer is not liable for damage or failure of the Product due to scratches or abrasions of the Product.
5. The Manufacturer is not liable for the adhesion on glass of the Product. If the Product loses adhesion strength or has problems adhering onto the surface, The Manufacturer is not liable for damage or failure of the Product.
6. The Manufacturer is not liable for damage due to improper design or errors in provided specifications.
7. The Manufacturer is not liable for minor changes in switching speed and transmission.
8. The Manufacturer is not liable for damage caused by or resulting from corrosive environmental factors including acid rain, or wood rot due to improper maintenance or installation; or caused by cleaners, solvents, acids, alkalis and other chemicals used on or around the Product.
9. The Manufacturer is not liable for damage caused by or resulting from the incompatibility of the Product with other glazing or installation materials, including but not limited to coatings, sealants, and gaskets, setting blocks, lubricants, insulation or any other materials.
10. Any appreciation concerning the Product's transparency levels or slight color variations are excluded from the warranty as these form part of the characteristics of the Product; refer to Point 1.
11. If the Product is to be used in humid/wet zones (bathrooms, saunas, etc.), the Customer must ensure to inform the Manufacturer accordingly. The warranty will not apply to installations of the Product in humid/wet sites which have not been previously authorized in writing by the Manufacturer. The Customer must ensure to comply with local safety regulations.
12. Timber/wood and/or painted frames may release migrating natural oil or resins that may be absorbed by the Product, causing irreversible damage. Hence, the Product should only be installed under these conditions prior written consent by the Manufacturer. Failure to inform the Manufacturer accordingly or disregard this condition will render the warranty null and void.
13. The Product is intended for interior use and warranty will be considered null and void if the Product is used in exterior applications or exposed to direct sunlight without written consent by the Manufacturer. Under this scenario, the Manufacturer may recommend or authorize a different composition (for example; IGU insulated glass unit).
14. The warranty shall not apply to failure of the Product which has been exposed to temperatures below 0° Celsius or above +30° Celsius during storage, before fixing on site and air humidity content upper to 80%. In addition, warranty will not apply if the Product has been exposed to temperatures below -10° Celsius or above +60° Celsius after fixing on site.
15. The warranty excludes any material defect such as scratching or similar damage that would affect the Product, which has not been mentioned at the moment of delivery or 4 days after delivery.
16. Installations which include door mechanisms/fixings such as door handles, pivoting systems, locks etc. should be done with extreme care. In the event that the Product is exposed to great pressure, irreversible damage such as de-laminations or clearing of liquid crystal in certain areas may occur and are not covered by the warranty.

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17. The Manufacturer reserves the right to discontinue or modify any of its products without giving notice. If the Manufacturer replaces any product under this warranty, it may substitute products that are designated by the Manufacturer to be of comparable quality in the event the product initially installed has been discontinued or modified. Replacement can have variations in haze, transparency, switching time and opacity. This will not be reason for a new replacement, refund or return.

18. De-laminations shall not be considered a manufacturing defect under this warranty.

OTHER CONDITIONS:

This warranty is expressly in place of all other oral or written warranties, liabilities or obligations of the Manufacturer. In no event shall the Manufacturer be liable under the implied warranties of merchantability or of fitness for a particular purpose. In no event shall the Manufacturer be liable for consequential or incidental damages of any kind, including any damage to the architectural application, its contents or any person therein, resulting from the breach of any warranty set forth herein. No field representative of the Manufacturer or any distributor or dealer is authorized to make any changes or modification to this warranty.

The warranty is limited, and will only be applicable if the Customer follows the indications and instructions found in;

1. General Sales Terms & Conditions
2. Maintenance Guide
3. Installation Manual
4. Handling Precautions Manual
5. SmartGlass - International Warranty