

These special sales conditions (the 'Special conditions') supplement the General sales conditions and apply to all agreements entered into between Saint-Gobain Innovative Materials Belgium SA / Solar Gard Zulte ('SGIMBSG') and each customer (the 'Buyer') with regard to the sale of products manufactured and / or sold by the SGIMBSG (the 'Goods'), but also the provision of any services. They can be subjected to later adjustments.
In the event of conflict with the General Terms

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SGIMBSG may be increased to cover additional costs or expenses incurred by SGIMBSG as a result.



The film/Product warranties applicable to the Buyer are set forth in Appendix 1 "Product Warranty Coverage for Architectural Applications", Appendix 2 "Product Warranty Coverage for Automotive Applications" and Appendix 3 "Product Warranty Coverage for nonfilm Products" (together the "Product



WARRANTY PROVIDED BY SGIMBSG FOR THE PRODUCTS. THIS WARRANTY IS GIVEN IN LIEU OF AND REPLACES ALL OTHER WARRANTIES, SUCH AS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OTHER THAN THE QUALITIES AND FUNCTIONS DESCRIBED HEREIN OR IN SGIMBSG COMMERCIAL AND TECHNICAL MATERIAL AND AS KNOWN IN THE MARKET.

(a) SGIMBSG's SOLE AND EXCLUSIVE OBLIGATION UNDER THIS WARRANTY IS TO PROVIDE REPLACEMENT FILM SUBJECT TO THE LIMITATIONS SET FORTH IN THIS WARRANTY.

(b) In the event that it is necessary to replace defective Product, any such replacement will not extend the duration of this warranty coverage.

(a) All warranty claims submitted by the Buyer to SGIMBSG must have the following documentation. It is the responsibility of the dealer to implement and maintain a documentation system with their customers that will yield the following information:

(b) FILM INFORMATION

- Film Type
- Roll Number(s)
- Date of original install
- Re-install date
- Address of building
- Number and size of windows of original install
- Number and size of windows affected
- Details of the maintenance log covering the installed period
- Contact details for dealer who performed original installation
- Contact details for dealer who performed re-installation

(c) All warranty claims must be submitted to the Buyer no later than 45 days from the date that the problem was noticed.

(d) All warranty claims must be submitted by the Buyer to SGIMBSG no later than 15 days from the date that the Buyer received the claim.

(e) All warranty claims to be submitted to the country sales representative for the Buyer.

(f) SGIMBSG reserves the right to request the defective film be sent to SGIMBSG.

Inability to produce defective film may affect warranty claim.
(g) WARRANTIES THAT ARE NOT LEGIBLE AND/OR DO NOT PROVIDE COMPLETE INFORMATION MAY DELAY PROCESSING OF WARRANTY CLAIMS.

(a) After the Buyer has submitted a warranty claim to SGIMBSG, SGIMBSG has 30 days to acknowledge and question the claim. Both parties shall make their best efforts to resolve any issues arising from the warranty claim. After any issues have been resolved, SGIMBSG will credit the Buyer within 30 days of said resolution.

(b) Credit shall be in the form of film cost at the original time of purchase for only the quantity required. Minor

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sent to SGIMB/SG. Inability to produce defective film may affect warranty claim

(g) WARRANTIES THAT ARE NOT LEGIBLE AND/OR DO NOT PROVIDE COMPLETE INFORMATION MAY DELAY PROCESSING OF WARRANTY CLAIMS

(a) After Buyer has submitted a warranty claim to SGIMB/SG, SGIMB/SG has 30 days to acknowledge and question the claim. Both parties shall make their best efforts to resolve any issues



Company

Name

Function

Date

Signature



Appendix 4 - Other Non-Film Products Warranty

The warranties for tools, equipment, and computer hardware and software supplied by Seller hereunder shall be as follows:

Except as noted herein below, all tool Products (non-film), except for Electrical Tools, are warranted by Seller against failure due to manufacturer's defect for a period of thirty (30) days from the date of delivery. Any defective merchandise must be reported to Seller within said thirty (30) days of the date of delivery. All returns must have a returned goods authorization code on the packing slip or written on the box. This code will be issued after calling Seller. Any returns that are not defect-related will be subject to a restocking fee equal to 15% of the value of the merchandise.

Except as noted herein below, all electrical equipment/tools/devices Products are warranted by Seller against failure due to manufacturer's defect for a period of thirty (30) days from the date of delivery. Any defective merchandise must be reported to Seller within said thirty (30) days of the date of delivery for replacement at no charge. NOTE: The electrical equipment/tools/devices Products have been designed and manufactured solely pursuant to the standards and certifications applicable to such Products in Seller's country of origin and have not been provided, manufactured, designed or sold pursuant to the legal standards, certifications, regulations, laws or other legal requirements of any other country or jurisdiction. Buyer shall assume responsibility and liability for ensuring that the electrical equipment/tools/devices Products and the use and operation thereof comply with the standards, certifications, laws, regulations and other legal requirements of its location.

The warranty for any equipment/hardware and other non-Seller manufactured equipment shall be limited to the applicable manufacturer's pass through warranty, if any, to the extent provided by the original manufacturer.

The warranty for any software provided by Seller shall be as provided in the applicable software license agreement for such software.

Seller's obligations and liability and Buyer's remedies with respect to any defective non-film Product, shall be limited to the right of repair, or replacement, or refund of the price of such defective non-film Product or defective part thereof. Seller's obligations and liability and Buyer's remedies with respect to any defective Product, shall exclude any other damages, losses, costs or liabilities, in particular but not limited to any indirect damages such as costs of substitute procurement, loss of use, loss of profits, loss of contracts, loss of revenues, loss of business or reputation or any other financial or economical damages, expenses or loss whatsoever of the Buyer or a third party.

Buyer's obligation to make payment on time for all non-film Products delivered by Seller shall not be affected by any claim made by Buyer hereunder.

Company
Name
Function
Date
Signature

