

DOCKETED

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Comment Received From: Darrell Smith

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International Window Film Comments on the Title 24, Part 6 Standards 45-day Language

Additional submitted attachment is included below.

Limited Residential or Commercial Product Warranty

United States installations only, excluding Hawaii

1. DEALER: Please check as applicable: Residential use; or Commercial use



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

	ULR	Stainless Steel	Solar Bronze	Silver	Quantum®	TrueVue™	Aluminum	Silver Ag Low-E	Decorative/Vinyl	Graffitigard
Dealer Initial Appropriate Box:										
Residential Warranty Period:	Limited lifetime	Limited lifetime	Limited lifetime	Limited lifetime	Limited lifetime	Limited lifetime	7 years	7 years	5 years	3 years
Commercial Warranty Period:	12 years	10 years	10 years	10 years	10 years	10 years	7 years	7 years	5 years	3 years
Warranted against excessive or unusual change of color:	Yes	Yes	Yes	Yes	Yes	No	No	No	No	No

DEALER: If Solar Gard residential or commercial Outside Weatherable Films (OSW), initial the box of the film type purchased where indicated:

	Sentinel™ OSW	Sentinel™ Plus OSW
Dealer Initial Appropriate Box:		
Vertical Application Warranty Period:	5 years	7 years
Horizontal Application Warranty Period:	3 years	5 years/4 years*
Warranted against excessive or unusual change of color:	Yes	Yes

* 4 years applies to Arizona, Nevada & Hawaii

DEALER: Please complete as applicable (if Outside Weatherable Films (OSW)): _____ Horizontal square footage; _____ Vertical square footage

2. Warranty Coverage: Saint-Gobain Solar Gard LLC ("SGSG") warrants all SGSG Solar Gard® Solar Control Films (as listed above, the "Product(s)") against adhesive failure, bubbling, cracking/crazing, delamination, demetalization, peeling, or other manufacturer's defect; provided and on the condition that the Products were properly sold and installed on an appropriate 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 8.

In addition, all Products whose warranty coverage period is Limited Lifetime for residential uses or 10 or 12 Years for commercial uses, and all Outside Weatherable Film Products are warranted against excessive or unusual change of color except for TrueVue™ Products.

3. Covered Persons/Companies: This warranty is provided and applies only to: (1) independent window film dealer who purchased the Product from SGSG or from a SGSG distributor; and (2) consumer who originally purchased the Product from a SGSG window film distributor or dealer. **This warranty is not transferable. This warranty is the sole and exclusive warranty provided by SGSG to the persons and entities described above for the Products purchased.**

4. Warranty Period: This warranty coverage begins on the date the Product was installed and extends for the period of time applicable for the particular Product as indicated in the applicable box in section 1 above.

5. Limitations: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY SGSG 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 ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY 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, SGSG'S SOLE AND EXCLUSIVE OBLIGATION IS TO PROVIDE REPLACEMENT FILM AND PAY FOR REPLACEMENT LABOR SUBJECT TO THE LIMITATIONS SET FORTH IN THIS WARRANTY; PROVIDED, THAT IF THE SAME PRODUCT IS

NOT AVAILABLE SGSG MAY REPLACE WITH A SIMILAR PRODUCT AT ITS SOLE DISCRETION. IF THE ADDITIONAL WARRANTY COVERAGE IS APPLICABLE, IN THE EVENT OF GLASS BREAKAGE OR INSULATED GLASS (IG) UNIT SEAL FAILURE (AS SET FORTH IN SECTION 7) DUE TO THE INSTALLATION OF AN APPROVED FILM-TO-GLASS APPLICATION, SGSG'S SOLE AND EXCLUSIVE OBLIGATION IS TO PAY FOR REPLACEMENT OF GLASS AND/OR INSULATED GLASS (IG) UNITS SUBJECT TO THE LIMITATIONS SET FORTH IN THIS WARRANTY; PROVIDED, THAT IF THE SAME PRODUCT IS NOT AVAILABLE SGSG MAY REPLACE WITH A SIMILAR PRODUCT AT ITS SOLE DISCRETION.

IN NO EVENT SHALL SGSG BE LIABLE OR RESPONSIBLE FOR ANY OTHER COSTS, ATTORNEY'S FEES, EXPENSES, LOSSES OR DAMAGES (REGARDLESS OF WHETHER THEY ARE DEEMED TO BE DIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL) THAT ARE IN ANY WAY RELATED TO THE PRODUCT OR THE FAILURE OF THE PRODUCT TO PERFORM AS REPRESENTED OR EXPECTED AND WHETHER ARISING IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT PRODUCTS LIABILITY, TORT, OR OTHERWISE. SGSG DOES NOT ASSUME LIABILITY FOR ANY WARRANTY, LOSS OR DAMAGE OTHER THAN AS EXPRESSLY STATED IN THIS LIMITED WARRANTY. SGSG IS NOT LIABLE FOR ANY 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 OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

SGSG will provide replacement Product and reasonable labor 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 labor paid at the time of the initial installation.

SGSG's total liability, whether for breach of contract, warranty, negligence, strict products liability, or commission of any other tort, violation of any statute, 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. SGSG's total liability under the Limited two (2) year Glass Breakage warranty and the Limited two (2) year Insulated Glass (IG) Unit Seal Failure warranty (as set forth in section 7) is subject to a combined warranty claim limit of \$500 on a per-window basis; and there is a deductible of \$25 per window to be paid by consumer.

6. CUSTOMER AND DEALER PLEASE NOTE: The information below 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/Company name: _____ Address: _____
 Title: _____ Telephone number: _____ City: _____ State: _____ Zip: _____

B DEALER AND INSTALLER INFORMATION

Name/Company name: _____ Address: _____
 Telephone number: _____ City: _____ State: _____ Zip: _____
 Name of installer (and ID number, if applicable): _____ Date of installation: _____

C PRODUCT INSTALLATION INFORMATION

	Clear single pane	Clear insulated glass (IG) unit	Tinted/reflective single pane	Tinted/reflective insulated glass (IG) unit	Low-E insulated glass (IG) unit	Other
North film type: _____ Sq ft: _____ Roll #: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
South film type: _____ Sq ft: _____ Roll #: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
East film type: _____ Sq ft: _____ Roll #: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
West film type: _____ Sq ft: _____ Roll #: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Misc. film type: _____ Sq ft: _____ Roll #: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If additional space is needed, contact the Warranty Service Department.

Was the film automatically pre-approved for coverage? Yes No

If not, was a Film-to-Glass Application Checklist (Catalog SK0322) submitted and written approval received prior to installation (see section 7)? Yes No

If Yes, please insert Film-to-Glass Tracking Number (located at the bottom right corner of the approved Film-to-Glass Application Checklist): _____

D INVOICE AMOUNT

Product amount: _____
 Labor: _____
 Subtotal: _____
 Sales tax: _____
 Total: _____

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.

(continued)

In the event that it is necessary to replace defective film, or to replace or repair glass and/or insulated glass (IG) units, any such repair or replacement will not extend the duration of this warranty coverage. SGSG 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 SGSG to perform the warranty service pursuant to the terms of this warranty.

DO NOT CLEAN THE FILM FOR 30 DAYS AFTER INSTALLATION. 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/window-films/commercial/warranties>.

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 OR DISTRIBUTOR, 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 SGSG.

Solar Gard recommends edge sealant for installations that are within 6 miles or 10 kilometers of the ocean or other large body of water for TrueVue, Silver AG Low-E, and other products as defined in technical bulletin PDF0256ES.

7. Additional Coverages: The Product you purchased also provides limited coverage for glass breakage and insulated glass (IG) unit seal failure caused by thermal stress and/or thermal expansion resulting from the installation of an approved film-to-glass application of the Product. The additional Limited coverages are as follows:

- (a) Limited Two (2) Year Glass Breakage Warranty. If glass breakage occurs within the two (2) year warranty period explained below, as a result of an approved film-to-glass application of the Product as further explained below in this section 7, upon verification of the consumer's warranty coverage, SGSG will replace the broken glass and the window film; provided, that if the same Product is not available SGSG may replace with a similar Product at SGSG's sole discretion. This coverage is for a period of two (2) years from the installation completion date.
- (b) Limited Two (2) Year IG Unit Seal Failure Warranty. If insulated glass (IG) unit seal failure occurs within the two (2) year warranty period explained below, as a result of an approved film-to-glass application of the Product as further explained below in this section 7, upon verification of the consumer's warranty coverage, SGSG will replace the insulated glass (IG) unit(s) and the window film; provided, that if the same Product is not available SGSG may replace with a similar Product at SGSG's sole discretion. This coverage is for a period of the earlier of: (1) two (2) years from the installation completion date; or (2) the date the original window manufacturer's warranty for insulated glass (IG) unit seal failure expires. **In no event will this Limited additional warranty coverage exceed the term limits or value limits of the original window manufacturer's warranty.**

Except as provided in the "Not Covered by Warranty" section 8:

- Tempered single pane glass, clear or tinted, or arched, is approved for Limited Two (2) Year Glass Breakage Warranty coverage.
- Annealed single, double pane, clear or tinted, or arched, is approved for Limited Two (2) Year Glass Breakage and/or Limited Two (2) Year Insulated Glass (IG) Unit Seal Failure Warranty coverage when Product is applied following the guidelines outlined in the film-to-glass application guide (Catalog SK0234).
- Double pane Low-E IG units are approved for Limited Two (2) Year Glass Breakage and/or Limited Two (2) Year Insulated Glass (IG) Unit Seal Failure Warranty coverage if the Low-E coating is on surface 2 when proper Product is applied following the guidelines outlined in the film-to-glass application guide (Catalog SK0234).
- Double pane Low-E IG units are approved for Limited Two (2) Year Glass Breakage and/or Limited Two (2) Year Insulated Glass (IG) Unit Seal Failure Warranty coverage if the Low-E coating is on surface 3 and the shading coefficient of the window is below .70 when proper Product is applied following the guidelines outlined in the film-to-glass application guide (Catalog SK0234).
- Double pane Low-E IG units are not approved if the Low-E coating is on surface 3 and the shading coefficient of the window is above .70, or the Low-E coating is on surface 1 or 4. However, the consumer can obtain written approval from SGSG to be eligible for Limited Two (2) Year Glass Breakage and/or Limited Two (2) Year Insulated Glass (IG) Unit Seal Failure warranty coverage, by submitting a Film-to-Glass Application Checklist (Catalog SK0322).

Other than as set forth above, glass with a Low-E coating (LEC) may not be approved for Limited Glass Breakage and/or Limited Insulated Glass (IG) Unit Seal Failure warranty coverage. For detailed information about LEC films, see the Breakthrough News about Window Film and Glass Breakage (Catalog PDF0330).

If the installation of the Product voids the original manufacturer's IG unit seal warranty, and your window glass experiences a failure covered by the original manufacturer's warranty for such failure and such coverage would be in effect but for the installation of the Product, SGSG will pay for the cost of replacing the window glass containing the Product with window glass of the same or similar value and SGSG will replace the Product on such window, subject to the per window claim limits set forth in section 5 and below. **The foregoing warranty is void if the claim arises after the time limit of the original window manufacturer's warranty, and also payment under this warranty will not exceed the lesser of (1) the replacement values set forth in the original window manufacturer's warranty; or (2) SGSG's per window claim limit set forth in section 5.**

Any repair or replacement under the Limited Glass Breakage and/or Limited Insulated Glass (IG) Unit Seal Failure warranty will not extend the duration of this warranty coverage beyond the term set forth in section 4.

8. Not Covered by Warranty: This warranty, and any Limited Glass Breakage and/or Limited Insulated Glass (IG) Unit Seal Failure warranty coverage, is voided by, and SGSG does not cover and hereby disclaims all liability for any loss, damage, expense or cost, resulting from any one or more of the following:

- Installation of the Product (whether or not (i) performed by a dealer; or (ii) the installer is "Certified" by SGSG); or
- Damage to the Product from the hanging or suspension of weight on it e.g., a suction cup; or
- Improper film-to-glass applications, improper film-care or cleaning including, without limitation, failure to follow care instructions; or
- Product abuse; or
- Normal wear of the Product; or
- 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 Contact with or exposure to chemicals or foreign substances of a corrosive nature; or
- Earthquakes, tornadoes, hurricanes or other acts of God, explosions, fires, riots or similar disturbances, or theft or break in; or

- Non-conforming applications and non-complying film uses; or
- Fading or color change of furnishings, draperies or interior items (the nature of fabrics and dyes can contribute to fading); or
- If the original window manufacturer's insulated glass (IG) unit seal warranty is terminated for any reason other than the installation of the Product; or Insulated glass (IG) unit seal failure after the term limits of the original window manufacturer's insulated glass (IG) unit seal failure warranty; or
- All windows of a building or facility that are covered in window film must have SGSG window film installed on them, if other brand window films have been used in the same building or facility warranty coverage hereunder is not available unless at the time of installation of the SGSG window film an Architectural Warranty Installation Schedule (Catalog PDF0326WSSG) is completed and attached to the warranty by the installer; or
- Installations over 2,500 square feet, unless SGSG approves in writing before installation (Catalog SK0322); or
- Safety claims made by dealers or installers; or
- Any other acts, occurrences, defects, faults or damages not caused by SGSG, such as, but not limited to, the quality or workmanship of the glass or insulated glass (IG) unit(s); or
- The Product has not been properly edge sealed using an approved edge sealant per Technical Bulletin: Outside Weatherable Film Installation (PDF250SG6); or
- 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
- Any circumstance not specifically covered by the window manufacturer's insulated glass (IG) unit seal failure warranty including, but not limited to, the list of exclusions in the window manufacturer's insulated glass (IG) unit seal failure warranty.
- Failure to properly edge seal any repair or replacement of Product that was made due to edge corrosion.

Limited Glass Breakage and/or Limited Insulated Glass (IG) Unit Seal Failure warranty coverage is not available when film-to-glass applications include any one or more of the following: (1) Textured, wired or skylight glass; (2) Any glass with more than one window film applied; (3) Any window where light can be seen between the glass and the framing system; (4) Any plastic or polycarbonates; (5) Triple or quadruple pane insulated glass (IG) units; (6) Glass with paint, lettering, vinyl graphics or other ornamentation; (7) Glass with any single edge dimension greater than 10 feet; (8) Any single glass pane greater than 100 square feet total; (9) Any single insulated glass (IG) unit greater than 40 square feet total; (10) Any single pane with partial film installation. Film must be installed edge to edge; (11) Glass 3/8 inch or thicker; (12) Damaged, chipped, cracked or scratched glass; (13) Glass with concrete framing; (14) Glass with metal framing that has no gaskets or seals; (15) Glass with framing sealant or gaskets that are no longer resilient; (16) Broken glass or insulated glass (IG) unit(s) exhibiting seal failure prior to installation of the film; (17) Any building that has a history of glass breakage and/or seal failure problems; (18) When 25 percent or less of the glass is shaded and when that shading equals 25 percent of the perimeter of the glass; or (19) Outside application or installation (except for OSW Products).

THIS WARRANTY ONLY APPLIES TO PRODUCTS INSTALLED IN THE UNITED STATES, EXCLUDING HAWAII (FOR HAWAII USE SK0364HI).

SGSG is not liable for any loss, damage, expense or cost, resulting from safety performance claims made by dealers or installers regarding the Product. Proper installation for the consumer's particular requirements is the responsibility of the installing dealer (whether or not such Installer is "Certified" by SGSG). SGSG does not warrant the Product against any glass related injury.

This Product is to be used in compliance with all applicable laws, statutes, rules, regulations and ordinances ("Laws") of the applicable country, state, province or local jurisdiction. FAILURE TO COMPLY WITH SUCH LAWS VOIDS THE WARRANTY. IT IS THE CONSUMER'S RESPONSIBILITY TO COMPLY WITH ALL APPLICABLE LAWS.

9. To Make a Warranty Claim: SGSG 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/window-films/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) If Insulated Glass (IG) Unit Seal Warranty coverage is sought, a copy of the original Window Manufacturer's Warranty and written evidence showing the existence of an IG Unit Seal Failure.
 - c) 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 consumer 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 SGSG to perform the warranty service pursuant to the terms of this warranty.
5. **All warranty repair service claims must be submitted to SGSG 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 SGSG before beginning the warranty repair service.**

TO QUALIFY FOR THE LIMITED TWO (2) YEAR INSULATED GLASS (IG) UNIT SEAL FAILURE WARRANTY: WHEN MAKING A WARRANTY CLAIM, YOU MUST PROVIDE SGSG WITH A COPY OF THE ORIGINAL WINDOW MANUFACTURER'S INSULATED GLASS (IG) UNIT SEAL FAILURE WARRANTY SHOWING THAT COVERAGE IS IN FORCE AS OF THE TIME OF PRODUCT INSTALLATION AND REMAINS IN FORCE AT THE TIME OF THE WARRANTY CLAIM. IF YOU FAIL TO PROVIDE SGSG WITH PROOF THAT THE WINDOW MANUFACTURER'S INSULATED GLASS (IG) UNIT SEAL FAILURE WARRANTY IS IN FORCE, YOU FAIL TO QUALIFY FOR COVERAGE UNDER THIS PROVISION AND THE LIMITED TWO (2) YEAR INSULATED GLASS (IG) UNIT SEAL FAILURE WARRANTY COVERAGE IS NOT VALID OR IN EFFECT.

For additional warranty claim questions contact:
Solar Gard
Warranty Service Department
4540 Viewridge Avenue
San Diego, CA 92123
E-mail: solargardwarranties@saint-gobain.com
Phone 866-572-1922