

3M Scotchtint™ & Scotchshield™ Window Film

Residential Optional Platinum Limited Warranty

The 3M Company agrees to match the terms, conditions, and limitations of your existing in force window manufacturer's glass warranty with like kind on residential windows to the purchaser of 3M Scotchtint™ or 3M Scotchshield™ window film.

This optional limited warranty applies to the glass on which 3M window film has been applied by a 3M-authorized Dealer Applicator in accordance with factory recommended installation instructions. All windows that have 3M window film installed must be covered. Partial warranty coverage is not allowed.

Scope of Coverage: In providing this optional limited warranty, the 3M Company agrees to assume liability for existing warranty, loss, or damage, as expressly stated in the terms of your existing window manufacturer's glass warranty or this optional warranty (overrides any exclusion due to the application of window film). In no case shall the 3M Platinum Warranty extend beyond the scope or duration of your window manufacturer's glass warranty.

Except as specifically provided in this Platinum Warranty, the 3M Company shall not be liable for any loss, damage, expense, or cost caused or partially caused by:

- o Any circumstance not specifically covered by your window manufacturer's glass warranty; or
- o For any factors identified in the list of exclusions in this warranty or your window manufacturer's glass warranty; or
- o Catastrophic failure of original manufacturer's window unrelated to window film application.

Special Limitations of Coverage:

1. The warranty coverage is limited to the owner of the property at the time of the 3M Scotchtint™ or 3M Scotchshield™ film installation. This warranty is not transferable.
2. Pre-existing conditions of either glass breakage or seal failure of the filmed lite voids this warranty. The 3M Company reserves the right to inspect any job prior to final issuance of the certificate of warranty coverage. Accurate information is a requirement. Any fraud by the installing dealer or warrantee will void this warranty.
3. In order to qualify for seal failure coverage:
 - o The owner must present evidence that the window manufacturer's seal failure warranty was still in force at the time of failure.
 - o In addition, the original window must have met minimum performance requirements of a CBA rating.
 - o The warranty for seal failure will not extend beyond the sealed unit's manufacturer's limited warranty.

4. The 3M Company reserves the right to refuse to reapply window film after two (2) occurrences to the same lite and will refund the consumer's money for the original filming of said lite.

5. A warranty repair service provider that has been approved by the 3M Warranty service department must make all repairs.

This limited warranty is void if the product has been subjected to abuse or improper care, or for applications in the following installations: (a) when not in strict compliance with current rules and regulations promulgated by the manufacturer; or (b) more than one (1) film to any window; or (c) on triple pane windows, wired or textured glass, any glass where applied paint, lettering, or ornamentation exists; or (d) on glass that is visibly damaged, chipped, cracked, or where there is daylight seen between the glass and frame; or (e) on non-glass materials; or (f) in locations in which there has been prior glass breakage; or (g) on glass which is framed by concrete, solid metal, or sealant which is no longer resilient; or (h) on any glass of 100 square feet or more for single pane, and 40 square feet or more for double pane; or when damage occurs partly by reason of loss other than thermal shock fracture, including, but not limited to, impact, stress, scratching, improper application or installation, wind or the elements, earthquakes or other acts of God, fire, war, invasion, hostilities, rebellion, insurrection, wear and tear, pre-existing break, or latent defect; or (i) when 25% or less of a glass lite is shaded and the shaded area includes more than 25% of the lite's perimeter.

SELLER MAKES NO OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Except where prohibited by law, Seller shall not be liable in either tort or contract or for any loss or damage to a building or its contents, or any direct, indirect, special, consequential, or incidental, arising out of the use of this product. Some states do not allow the exclusion or limitations of incidental or consequential damages, so the above limitations 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.**

THIS 3M OPTIONAL PLATINUM WARRANTY CAN ONLY BE MODIFIED BY A WRITTEN AGREEMENT SIGNED BY AN OFFICER OF THE 3M COMPANY.