



# Our Product Warranty:

## Vision Smart Film/Glass Solutions

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Warranty terms are subject to change without notice.

VISIONAIR-E GROUP LLC

### 1. Product Warranty

Unless otherwise provided in the form of a signed contract this product warranty applies to all product sold by VISIONAIR-E GROUP LLC (“VISIONAIR-E” and this warranty is valid only with respect to products purchased in in the Americas (North, Central, South America, Canada and the Caribbean).

The VISIONAIR-E Smart Glass & Film product Warranty can also be found online at: <https://www.visionair-e.com/warranty/> and within the documents provided with the product packaging. The Limited Warranty will start at the time of product sale and may be modified by VISIONAIR-E, from time to time.

Subject to the limitations set forth below. VISIONAIR-E warrants to the original purchaser (“Buyer”) of the Product(s) that, for the applicable warranty period identified below, such product(s) will be free from defects in material and workmanship and conform in material respects to VISIONAIR-E’s published specifications for such product (in effect at the date of manufacture).

This warranty also applies and extends for the benefit of: Certified Installers and DIY installs, subject to all instructions, limitations, liabilities, disclaimers & conditions contained hereinafter:

### 2. Delivery, Initial Inspection & Warranty Activation

Within 14 days of receipt of order all materials and products should be removed from the original shipping packaging and/or crates, product cannot be stored in the shipping packaging, product should be stored in a temperature controlled environment /storage facilities until installed. Failure to follow this procedure can lead to damage of the product and render the warranty void.

All material must be inspected prior to installation as any claims of physical damage or de-laminations to the product cannot be made post or during installation. Payment of invoices for products confirms acceptance of Visionair-e’s Terms and Conditions of sale, that all sales are final and that the Customer agrees to all the terms of this product warranty.

Most Smart Film orders include a minimum cutting tolerance taken off the measurements, provided at the time of order of 1/8” to provide a small margin of error to the measurements supplied, this is to make the installation easier as the film cannot overlap any framework / gaskets / seals. Any cutting discrepancies, outside of this tolerance, must be acknowledged within 14 business days of package receipt. All material is to be measured on a flat table and all claims must be brought to VISIONAIR-E’s attention prior to any installation.

Do **NOT** remove the protective liner until inspections and measurements have been completed removal of the protective liner will void the warranty. Returns cannot be accepted for any reason if the liners are removed.

Orders can only be shipped directly to the customer who ordered and paid for the goods and/or services or and upon the receipt of the customer’s written request and confirmation to a VISIONAIR-E approved 3rd party installation company, all orders are signature certified upon receipt.

On receipt/delivery of goods if there is any damage to the shipping box/crate such as punctures, crushing, or evidence the box has been opened prior to acceptance then the shipment should NOT be accepted and it can be returned to VISIONAIR-E for evaluation. Please advise Visionair-e within 12 hours of such occurrence.

The warranty applies to product(s) supplied only where correct installation methods have been followed and the steps below have been fulfilled to activate and register the warranty. Warranty shall be void if the installation contractor or the DIY installer fails to use specified installation procedures and all other installation instructions.

Photographs/video **after installation** of the product switching **ON/OFF** must be provided to VISIONAIR-E within **15 days** of installation completion, along with a 20 second minimum video clip of the project in both operating modes must also be provided, upon receipt of the photographs and video a Warranty Validation Number will be provided by VISIONAIR-E. Please email your warranty images / videos to info@visionair-e.com with your "Invoice Number: Warranty Activation" as the subject line and a representative will send through a **Warranty Validation Number**. A warranty will not be activated if this procedure is not followed. Please be aware the supply of photos/videos and the subsequent issuing of a warranty validation does not attest to VISIONAIR-E acknowledging that the installation is correct it is merely to see the ON/OFF functionality.

### 3. Applicable Warranty Period

The Product Warranty Period begins upon the date of the Product's sale to the purchaser or an authorized VISIONAIR-E distributor or reseller (a "Dealer"); and continues for the period set forth below:

**Comprehensive Warranty:** Two (2) Years from sale of product

**Limited Warranty:** Five (5) Years from sale of product - limited to the switching ability of the glass or film

#### **VISION Smart Film:**

Smart Film: Two (2) Year Comprehensive Warranty plus Five (5) Year Limited Warranty

#### **VISION Smart Glass:**

Smart Glass: Two (2) Year Comprehensive Warranty plus Five (5) Year Limited Warranty

### 4. Product Warranty Limitations

The VISIONAIR-E Comprehensive and Limited Warranty is only valid with respect to products sold in the Americas (North, Central, South America, Canada and the Caribbean) and extends only to the original purchaser of the product (non-transferable) whether this is via a reseller or direct from VISIONAIR-E. The VISIONAIR-E Comprehensive and Limited warranty has the following limitations to substantiate a warranty claim:

(a) if the product has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation or set-up, improper shipment or handling (including use of alternate packaging), improper storage, improper cleaning and/or maintenance, improper operation, abnormal levels of use, abnormal physical stress, abnormal environmental conditions or use contrary to any documentation or instructions issued by VISIONAIR-E the warranty will be void;

(b) has been altered, modified, repaired or reconstructed without VISIONAIR-E's prior written authorization or by any party other than VISIONAIR-E the warranty will be void.

(c) has been used or integrated with, or incorporated into, any third-party products, hardware or product that has not been previously approved in writing by VISIONAIR-E the warranty will be void.

(d) has been damaged in connection with fire, flood, earthquake, tornado, hurricane, lightning, electrical surges, animal or insect infestation and/or other similar natural disasters, acts of God or circumstances that are otherwise outside of the control of VISIONAIR-E; or

(e) has no serial number or the serial number has been removed, defaced, replaced, or otherwise tampered with in any manner the warranty will be void.

(f) VISIONAIR-E shall have no liability to the Buyer in respect of a defect in goods if it occurs as a result of fair wear and tear; willful damage; neglect; abnormal working conditions; failure by the buyer or any third party to comply with the VISIONAIR-E installation instructions, or misuse or alteration or repair of the goods without VISIONAIR-E's prior express approval.

(g) the VISIONAIR-E Warranty does not extend to cover normal wear and tear of the product, including: corrosion or rust resulting from damaged, scratched or chipped paint or other surfaces that does not affect the performance of a product or the reasonable cosmetic appearance of a product. Normal wear and tear is not a defect nor a basis for a warranty claim.

- (h) VISIONAIR-E does not warrant or give any guarantees that the goods will be fit for purpose and it shall be for the buyer to determine that the goods and/or services, as applicable, are fit for the buyer's purpose prior to placing an order. The buyer is solely responsible to evaluate, test, select and verify the adequacy and compatibility of the product for a buyer's particular intended use and / or placement.
- (i) failure due to improper installation will void the warranty (VISIONAIR-E Installation Guide will be provided and this is the only set of instructions that should be followed). Please ensure installation instructions are understood before starting an installation process.
- (j) environmental conditions or use exceeding design standards will void the warranty.
- (k) damages resulting from: vandalism, accidents, incorrect installation, inadequate maintenance, incorrect cleaning, neglect, misuse, abuse or incorrect measurements provided by the customer will void the warranty.
- (l) alternation, application, or attachment of unapproved materials and coatings will void the warranty.
- (m) power surges or any type of physical damage to the material or its electrical connections will void the warranty.
- (n) do not store uninstalled material in direct sunlight. If storing for an extended amount of time lay the film flat on a clean table in a controlled environment (indoors only). You may stack and cover all pieces with cardboard or a thick blanket to protect against any UV exposure or physical damage. Failure to store correctly will void the warranty.
- (o) the product will need to be inspected within 12 hours of receipt, on a table prior to installation and VISIONAIR-E needs to be informed at this stage of any marks or damage to the VISION Smart Film or VISION Smart Glass whilst both protective liners are present. The warranty will be void if the product has been chipped, smashed, cut, trimmed, altered, bent, kinked, dented, nicked, scratched, incised, gouged, gashed, scored, or otherwise damaged. Any damage or marks must be brought to VISIONAIR-E's attention prior to the self-adhesive liner being removed and within 12 hours of receipt, removal of the protective liner prior to reporting any defect(s) would also render the warranty void.
- (p) clarity, appearance, haze or opacity levels are not guaranteed and all material is sold as a custom application and can vary depending upon the lighting conditions, many environmental factors and the quality, clarity, appearance of the substrate that the film is being applied to, it is important that the glass or acrylic that film is applied to is of a good condition, any defects in the substrate may appear through the film but this is not a fault. All Switchable film & glass products are not as optically clear as standard glass and all switchable technologies have some degree of haze and this is not deemed a fault and these items are not defects and are not basis of a claim warranty or otherwise.
- (q) there may be slight variations in the thickness of liquid crystal over the surface of the area which may cause a slight tint variation and this is not deemed a fault and not a basis for a warranty claim.
- (r) switching time: Whilst the transition time from frosted to clear is usually less than 1 second, the transition time from clear to fully frosted can vary depending upon ambient temperature, length of time the film has been switched clear and age of the product, such variability in transition is normal and not deemed as a fault or defect and not a a basis for a warranty claim.
- (s) all VISIONAIR-E installation projects, for VISION Smart Film and VISION Smart Glass must use the authorized transformer and silicone provided by VISIONAIR-E at the time of order. The installation is not complete until all edges are sealed with the silicone provided by VISIONAIR-E. This transformer and silicone must be used, other transformers and silicones can result in damage to the product; use of transformer and silicone not authorized by VISIONAIR-E will void the product warranty.
- (t) VISIONAIR-E is not responsible for any damage occurring from a failure to follow installation & handling instructions, non-compliance with any and all instructions will void product warranty.
- (u) the wire transition to the film must be covered with a nonconductive trim or authorized silicone provided by VISIONAIR-E. **DO NOT OPERATE** your VISIONAIR-E installation until the authorized sealant has 100% cured and dry. This process could take 4-24 hours post install.
- (v) it is of paramount importance that the area in which product is to be installed is clean, dust and contamination free, failure to follow this instruction will generally cause defects in the finished installation and any such defects will not be covered by the warranty.
- (w) It is not a basis for a warranty claim nor is VISIONAIR-E responsible for any fault that arises as a result of water and / or moisture.
- (x) any bubbles that occur during the installation of the VISION Smart Film are not a defect (nor a basis for a warranty claim) related to VISION Smart Film but are a direct result of the installation. Bubbles occur when the glass has imperfections, marks, scratches, or the glass has not been thoroughly cleaned and dust, dirt or debris has been left on the glass or if proper installation techniques have not been followed. Any visual imperfections after the installation are

deemed acceptable if they are unobtrusive when viewed in natural daylight (not in direct sunlight) from 6 feet (2meters) away from the installed VISION Smart Film.

(y) VISIONAIR-E is not responsible for any glass defects that meet the standards for acceptability as per the ASTM industry standards when VISION Smart Glass. For more information <https://www.astm.org/>. Prior to installing VISION Smart Film the said glass the film is being retrofit to should be checked for defects as any glass defect after VISION Smart Film application will not be a defect related to VISION Smart Film but a direct result of application onto a defective surface.

(z) VISION Smart Film/Glass that has been installed in an outdoor environment that is not manufactured / specifically sold for outdoor use will not be a basis for a warranty claim should any fault arise.

## 5.Warranty Post Installation

The limited and comprehensive warranty periods begin upon the date of the products sale to the purchaser or an authorized VISIONAIR-E distributor or reseller (as listed in point 3 “Applicable Warranty Periods”). The warranty is not activated until post installation after the correct installation guidelines, provided by VISIONAIR-E, have been followed and images/video clip has been provided to activate and validate the warranty. This is required for all installations whether it is carried out by a certified installer, DIY installer or a VISIONAIR-E installer. Upon correct installation following VISIONAIR-E installation guides, the protective liner can be removed.

Please be aware the supply of photos/videos and the subsequent issuing of a warranty validation does not attest to VISIONAIR-E acknowledging that the installation is correct it is merely to see the ON/OFF functionality. The warranties both Limited and Comprehensive described herein are for the benefit of all customers of the product including where it has been installed by a certified installer or a DIY installer and extends only to the original purchaser of the product whether this is via a reseller or direct from VISIONAIR-E - this warranty is not transferable.

## 6.Warranty Claim & Technical Support Procedure

Subject to any additional warranty terms notified to the Buyer in writing in advance relating to the Goods VISIONAIR-E warrants that:

(a) Where applicable, the goods will meet the goods Specification in all material respects for the warranty period where the goods are at all times stored, installed, used, maintained and handled in strict accordance with any and all written instructions provided or made available by VISIONAIR-E to the buyer which relate to the usage, storage, maintenance or other handling of the goods. VISIONAIR-E does not warrant or give any guarantees that that the goods will meet the goods specification where the buyer does not strictly comply with the instructions.

Subject to product warranty limitations listed at 4. above, where the goods do not comply with the warranty given at 6 (a), VISIONAIR-E shall at VISIONAIR-E's option repair or replace such goods (or the defective part) or refund the price paid by the buyer for the relevant goods, provided:

(i) To file a claim and obtain warranty service, the buyer must contact VISIONAIR-E's technical support department at 561 293 5366 within 7 days of suspecting or discovering a defective product. Technical Support are available Monday to Friday – 9am to 5.00pm EST.

(ii) Upon request the buyer will be required to provide the original proof of purchase of the product (and /or date thereof) and the original VISIONAIR-E serial number. VISIONAIR-E will provide technical support for any warranty claims by phone in attempt to provide immediate resolution of any product issues.

(iii) If product issues persist and the product is eligible for coverage under the warranty, VISIONAIR-E's technical support may require that the product be returned to VISIONAIR-E's factory at the buyer's cost for inspection, and in its original packaging. The buyer must ensure all returned goods are fully insured during transit; and to be delivered (freight prepaid by buyer) 2361 Vista Parkway, Unit 4 and 5, West Palm Beach, FL 33411.

(iv) Notice of a defect is to be received by VISIONAIR-E within the relevant warranty period for the defective item of goods; and

(v) The goods have at all times been properly transported, stored, installed, handled, maintained, cleaned and otherwise used in accordance with the Instructions prior to the discovery of the defect; and

(vi) The goods have not been subject to any abnormal, improper or unauthorized use, modification or maintenance; and

(vii) At VISIONAIR-E's request, the buyer provides a brief report and digital photos of the goods to assist VISIONAIR-E in determining the nature of the defect; and

(viii) Any request to return goods must be made to VISIONAIR-E in writing by completing a Product Warranty Claim Form and emailed to: [info@visionair-e.com](mailto:info@visionair-e.com) , which VISIONAIR-E may in its sole discretion allow or refuse. If a request is allowed a Return Merchandise Authorization (RMA) number shall be issued by email to the buyer and if applicable, will notify specific return and shipping instructions.

The Product Warranty Claim Form must be completed in full and returned. No goods will be accepted for return without a valid issued RMA number. The Product Warranty Claim Form with the written RMA number should be put in the return.

(ix) All items to be returned must be securely packed together with all documents and accessories in the original packaging materials or packaging approved by VISIONAIR-E and with the Product Warranty Claim Form and RMA number clearly completed and included within the packaging. Packages need to include the provided RMA as those not bearing the RMA will not be accepted and will be returned to the sender.

(x) The buyer will be solely responsible for all liability and retain all risk of damage or loss with respect to the product during shipment to and from VISIONAIR-E in connection with the warranty claim process. If VISIONAIR-E's decision is to repair or replace goods then upon completion of repairs or a replacement, VISIONAIR-E will return the product to the applicable VISIONAIR-E Dealer/ Reseller or buyer, as requested, Warranty turnaround time response is a minimum of 1 week from date of package receipt unless otherwise stated.

(xi) The defective product must be returned prior to any replacement, repair or refund of the product, if VISIONAIR-E determine that the product is covered under warranty, then VISIONAIR-E will pay for any shipping of replacement product to the same address as invoiced. The replacement product will have the benefit of the remainder of the un-expired warranty period as would of remained should the product not been returned.

## 7. Ineligible Product

If VISIONAIR-E determines that any product returned under this warranty procedure is, for one or more reasons, ineligible for warranty coverage, VISIONAIR-E will notify the buyer of the same and any relevant alternatives that may be available on a fee basis. The buyer may also be subject to additional charges to reimburse VISIONAIR-E for costs incurred to restore the returned product to 'refurbished condition', and may include charges for parts, labor / or shipping. If VISIONAIR-E offer a refurbishment as an option then the buyer is at liberty to decide if they wish to proceed to restore the product to this refurbished condition or indeed accept any other alternative offered by VISIONAIR-E.

It is highly advisable that the buyer ensures that the product is not excluded from warranty coverage due to any one or more of the product warranty limitations A-X above before requesting an RMA and thereby incurring expenses to ship the product back to VISIONAIR-E's base in West Palm Beach Florida USA.

## 8. Limitation of Liability

VISIONAIR-E will not be liable for any consequential, indirect, incidental, special, exemplary, punitive, pure economic loss or enhanced damages, lost profits or revenues, charges or expenses, loss of use, loss of business, or depletion of goodwill or loss of anticipated savings, or diminution in value, and for similar losses related to any warranty claim or with respect to a product, regardless of:

- (i) Whether the damages were foreseeable
- (ii) Whether or not VISIONAIR-E was advised of the possibility of the damages
- (iii) The legal or equitable theory (contract, tort or otherwise) on which the claim is based.

VISIONAIR-E's maximum and total aggregate liability to any warranty claim and/ or with respect to a product, whether related to Breach of Contract, Tort (including negligence), or breach of statutory duty, misrepresentation, restitution, or otherwise shall not exceed the then current VISIONAIR-E wholesale / trade price of the specific product from which the claim derives.

Furthermore, the buyer agrees that, subject to 6.(a) above; this shall be VISIONAIR-E's sole liability in respect of a breach of the warranty given in condition 6.(a) above; and VISIONAIR-E shall have no liability in respect of any defect which is not notified to VISIONAIR-E in accordance with section 6. (i)-(xi)

All samples, drawings, descriptive matter, specifications and advertising issued by VISIONAIR-E and any descriptions or illustrations contained in VISIONAIR-E'S catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They shall not form part of the Contract nor this Warranty, and the sale of any product will not be a sale by sample.

## 9. Warranty Disclaimer

Except for the express warranties set forth above and to the extent not prohibited by law, VISIONAIR-E makes no representations or warranties whatsoever with respect to the products, including any warranties of merchantability, fitness for a particular purpose, title of non-infringement of third party intellectual property rights; whether express or implied by law, course of dealing, course of performance, usage or trade or otherwise, all of which are expressly disclaimed.

Some states / countries do not allow disclaimers of implied warranties, so this disclaimer may not apply to all buyers. To the extent that such warranties cannot be disclaimed under the laws of the Buyers Jurisdiction, VISIONAIR-E limits the duration and remedies of such warranties to the duration of the limited warranty period.