



# Avery Dennison<sup>®</sup> Architectural Window Film Terms and Conditions 1.0

## General Exclusions

Subject to Australian Consumer Law, this Residential and Commercial Film Limited Warranty does not apply in the following circumstances where:

1. Damage to film is caused by abuse or improper care, maintenance or treatment, improper film installation, improper film-to-glass applications, glass breakage caused by accidental or intentional damage or IG unit seal failure;
2. Two or more tinted films are applied to the same glass surface.
3. Automotive film is applied to flat glass constructions.
4. Filmed glass:
  - a. has prior damage;
  - b. is chipped;
  - c. is cracked;
  - d. has holes in it or
  - e. has a gap between the frame and glass.
5. Film is applied to:
  - a. non-glass substrates if not specifically permitted (e.g. Polycarbonate);
  - b. clear annealed glass thicker than 9.5mm or tinted annealed glass thicker than 6mm;
  - c. interior of skylights without prior written approval from Avery Dennison.
6. Film is only partially applied to the surface of glass.
7. Window is shaded by exterior overhangs, extensions, columns, pillars or other features that may cause shading.
8. Damage caused by acts of nature (accidents, floods, fire, explosions etc)

In no event shall Avery Dennison be liable or responsible for loss and or damage, direct, incidental or consequential, except as expressly set forth herein or as provided by law.

Avery Dennison reserves the right to inspect any job prior to acceptance of the warranty claim. Fraud by the installing dealer or customer shall void this Avery Dennison limited warranty.

9. Additional Disclaimers for XTRM films:
  - a. XTRM films must be installed by XTRM-certified installers
  - b. XTRM films are warranted against cracking, crazing, delaminating, demetallizing and adhesive failure when properly installed in accordance with Avery Dennison installation guide on suitable exterior surfaces and edge sealed with approved neutral silicone agents on all four edges.
  - c. Warranty given for R Silver 20X XTRM up to 15 years as follows:
    - 10 years full coverage, 11th year - 60% coverage,
    - 12th year - 50% coverage, 13th year - 40% coverage,
    - 14th year - 30% coverage, 15th year - 20% coverage
  - d. Up to 9 years warranty may be given for DR Grey XTRM and up to 7 years warranty for DS Blue XTRM on specific projects where the Avery Dennison technical team is involved.

## Warranty Registration

1. This warranty is expressly conditioned on the installer ensuring that each individual site where the Avery Dennison Window Film is being installed, is recorded using the provided Warranty Registration Form. Information, including company name, installer name, installation date, location, lot/ref numbers of Avery Dennison Product used are required in order to validate the warranty.

The Architectural Window Film Warranty Form can be found here: <http://graphicsap.averydennison.com/warranty>



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## Making A Claim

1. Please contact the company who installed the Avery Dennison Architectural Window Film.
2. Once all supporting documentation has been received, the Avery Dennison Warranty Department at its discretion will have its product representative or agent examine the film to verify the claim.
3. Once the Avery Dennison product representative or agent has examined the film, Avery Dennison will advise the installation company the outcome of the claim.
4. If the claim is accepted, Avery Dennison will authorise the installation company to replace the affected film. An Avery Dennison authorised agent will remove and replace the affected film with new film. Avery Dennison is only responsible for the costs of the replacement film and the labour costs of installing the replacement film.
5. If the claim is rejected, Avery Dennison will inform the customer in writing.

Subject to the Australian Consumer Law, the Avery Dennison film replaced under this warranty is covered by the Avery Dennison Architectural Window Film Warranty for the remaining period from the installation date of the original film which is being replaced.



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## Acknowledgment of use of Product

Avery Dennison Graphics Solutions (“Avery Dennison”) supplies the specified Avery Dennison Graphics products (“Product”) on the following basis:

- (a) the Product is not required for, and is not of a kind ordinarily acquired for personal, domestic or household use or consumption;
- (b) the Product is being acquired for the purposes of re-supply and/or commercial use or for using them up or transforming them in the course of a process of production or manufacture; and
- (c) the purchaser will inform any subsequent purchaser of the Product of any reasons why the Product will or may not be fit for all the purposes for which goods of that kind are commonly supplied, and/or the purposes for which such subsequent purchaser requires the Product, including but not limited to having regard to any information provided by Avery Dennison Graphics concerning the Product and/or its application, including in any Product Data Sheets, Instructional Bulletins and ICS Performance Guarantee Durability Bulletins and, including but not limited to the basis upon which Outdoor Durability and/or Indoor Durability (as applicable and defined below) are determined; the purchaser will inform any subsequent purchaser of the Product.

## Avery Dennison Graphics Product Limited Express Warranty

Avery Dennison warrants that the Product will be free from defects in manufacturing and workmanship (as defined below) upon shipment, and when used according to Avery Dennison’s written instructions, will under normal conditions provide Outdoor Durability and/or Indoor Durability for the warranty period stated in the applicable Avery Dennison Warranty Bulletin, subject to the terms, conditions and limitations contained herein.

Outdoor Durability for the purpose of this warranty means that the Product situated outdoors, subject to the limitations herein and Avery Dennison Product Data Sheets and Instructional Bulletins, and applied to recommended surfaces, will not deteriorate excessively such as, film discoloration, cracking, crazing, blistering, excessive gloss changes, excessive dimensional change or loss of adhesion, so that the film is no longer ineffective for its use, due solely to a defect in the Product in manufacturing or workmanship.

Actual performance life will depend on a variety of factors, including but not limited to substrate preparation, exposure conditions and maintenance of the Product.

## Defect Coverage for Product Defined in Applicable Warranty Bulletin

- Manufacturing & Workmanship Defects. A failure of the Product to materially conform to the Avery Dennison written manufacturing specifications for the Product.

## Express Warranty Limitations and Purchaser's Obligations

### Obligation to Inspect

The purchaser must, upon receipt of all Product, promptly inspect the goods for defects or damage and must within fourteen (14) days of delivery notify Avery Dennison in writing and/or its authorized agent or distributor of any claim. The purchaser must notify Avery Dennison in writing of any other alleged defect in the Product within 14 days of the date that such alleged defect of the Product was discovered or reasonably could have been discovered. Upon such notification, the purchaser must allow Avery Dennison to inspect the Product. To the extent permitted by law, no Product will be accepted for return or replacement unless Avery Dennison, in its sole discretion, upon inspection of the Product, considers the Product to be faulty or damaged by reason of an act or omission of Avery Dennison. Any return of Product is to be negotiated directly with Avery Dennison prior to its return. To the extent permitted by law, Product returned and accepted by Avery Dennison is, at the sole discretion of Avery Dennison, accepted for credit or replacement only. Any Product that is intended to be returned by Avery Dennison must be returned in the same condition as despatched or installed or, to the extent permitted by law, it will not be accepted.



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## Obligation to Ensure Suitability

This warranty only applies to Products that are used by purchasers or End User for the defined end uses described in the applicable Avery Dennison Product Data Sheets, Instructional Bulletins and Window Film Warranty Bulletins. It is the responsibility of the purchaser to ensure that the Product is suitable for the purposes for which it is purchased and for which it is to be re-supplied. To the maximum extent permitted by law, Avery Dennison will accept no liability whatsoever for any claims made by the purchaser or any subsequent purchaser or End User, arising from the failure of the purchaser to ensure suitability of the Product and/or to inform any subsequent Purchaser or End User of any reasons why the Product will or may not be fit for all the purposes for which goods of that kind are commonly supplied, and/or the purposes for which such subsequent purchaser requires the Product, including but not limited to having regard to any information provided by Avery Dennison concerning the Product and/or its application, including in any Product Data Sheets, Instructional Bulletins and Window Film Warranty Bulletins and, including but not limited to the basis upon which Outdoor Durability and/or Indoor Durability are determined. The purchaser agrees to indemnify, defend and hold harmless Avery Dennison for any claims, losses, damages, judgments, expenses and/or expenses, including legal fees, resulting from any use or application for which the Product is unsuitable.

## Notification of Claims

Claim notifications must be made to Avery Dennison in writing within 14 days of the date that such alleged defect of the Product was discovered or reasonably could have been discovered, and must include name and lot/reference numbers for films and processing components, together with a detailed report of processing conditions and in-process test results, installation date and location, name of installer, and any other information that is pertinent or requested by Avery Dennison. Avery Dennison reserves the right to inspect, investigate and verify all reported claims. Failure to comply with the foregoing conditions constitutes a waiver of all rights under this Window Film Warranty.

## Product Storage

The Product must be properly stored and applied within the shelf-life as stated in the applicable Avery Dennison Product Data Sheet. It is the purchaser's responsibility to demonstrate the Product is used within the Product shelf life by recording lot/reference numbers and installation date.

## Unintended Use

This warranty is expressly conditioned on the Product being processed by professional converters and/or installers in accordance with Avery Dennison recommended written processing instructions, and being applied to properly prepared surfaces and cleaned and maintained in accordance with recommended Avery Dennison procedures. It is the converters or other users' responsibility to perform incoming raw material quality inspections, to assure proper surface preparation and that approved application procedures are followed, to retain converted samples, and to immediately cease using and notify Avery Dennison and/or its authorized agent or distributor of any Product discovered to be (or reasonably capable of being discovered to be) defective.

## Misuse and Force Majeure

Avery Dennison has no obligations or liability to any person whether under this warranty or otherwise with respect to Product that has been altered, modified, damaged, misused, abused, subject to accident, neglected or otherwise mishandled or improperly processed or applied. Product is not warranted against premature failure caused by chemical, environmental or mechanical means such as, but not limited to, vandalism, cleaning solutions, paints, solvents, moisture, temperature, mechanical washing equipment, engine fuel spills, engine exhaust, steam, organic solvents or other spilled chemicals. Damage from fire, structural failure, lightening, and other force majeure events are not covered by this warranty.

## Weathering Effects

Some degradation of materials over time is considered normal wear. Slight fading, chalking, edge lifting, or slight or gradual reduction in gloss, and other natural weathering, environmental or other conditions or damage caused by tornadoes, hurricanes, wind or other acts of God, do not constitute a breach of warranty.



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## Adhesion to Application Surfaces

This warranty does not cover the Product if the application surface is not properly prepared; nor does the warranty cover the Product or damage to the substrate because the layers of the substrate separate due to a lower bond between those layers than the bond between the Product and the top layer of the substrate, or surfaces which subsequently crack, peel, out-gas, or become damaged beneath the Product.

## Glass Breakage

This warranty does not cover glass breakage. Glass is prone to break under the stresses caused by temperature changes across the surface, which could be amplified by the application of film.

## Exclusive Remedies and Limitations of Liability

- To the maximum extent permitted by law, in no event will Avery Dennison or the Material Manufacturer(s) be liable for any claim made by the purchaser or any third party for personal injury, or any incidental, special, indirect or consequential loss or damage whatsoever arising from, out of or in connection with the Products, application of the Products and/or use of the Products.
- Reimbursement for Materials. If any warranties are implied by law that cannot be excluded (in addition to those that have been expressly described in these terms and conditions), then to the maximum extent permitted by law (and subject to the provision of timely written notification of the warranty claim and verification of the warranty claim by Avery Dennison), Avery Dennison's sole liability and responsibility, and the exclusive remedy therefore, shall be at Avery Dennison's option: (A) to issue a material credit towards future purchases for the full purchase price of all Avery Dennison defective Product used; or (B) to replace all Avery Dennison defective Product consumed in the manufacture.
- Notwithstanding that which has been outlined above but subject to the Australian Competition and Consumer Act 2010 (Cth) and the NZ Consumer Guarantees Act, Avery Dennison and the Material Manufacturer(s) will not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
  - (a) the purchaser failing to properly maintain or store any Products;
  - (b) the purchaser using the Products for any purpose other than that for which they were designed;
  - (c) the purchaser improperly applying or misusing the Product;
  - (d) the purchaser continuing to use and degrade the Products after any defect became apparent or should have become apparent to a reasonably prudent purchaser;
  - (e) the purchaser failing to follow any instructions or guidelines issued by Avery Dennison;
  - (f) fair wear and tear;
  - (g) glass breakage;
  - (h) any accident or premature failure caused by chemical, environmental or mechanical means; or
  - (i) an act of God.

## Indemnity

- The purchaser agrees to defend, indemnify and hold harmless Avery Dennison from and against any and all claims, damages, obligations, losses, liabilities, costs or debts and expenses arising directly or indirectly from its use of the Product or Products, including but not limited to the following:
  - (a) its improper use, application or choice of Product/s;
  - (b) its continued use and degradation of the Product/s after becoming aware of a defect or after a reasonably prudent purchaser would have become aware of the defect;
  - (c) any defect or damage to the Product/s caused by a failure to follow an instruction or guideline issued by Avery Dennison; or
  - (d) any other defect or damage to the Product/s that could reasonably be said to have resulted from the actions or omissions of the purchaser.



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## Definitions

- “Flat surface” means a two dimensional flat surface without protruding objects.
- “Vertical Exposure” means that the face of the finished graphic is  $\pm 10^\circ$  from vertical.
- “Non-Vertical Exposure” means the face of the finished graphic is  $10^\circ$  to  $90^\circ$  from vertical.
- “Interior” means that the Product is situated within the interior of a building or dwelling.
- “Exterior” means the Product is situated on th exterior of a building or dwelling.



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ALL STATEMENTS, TECHNICAL INFORMATION AND RECOMMENDATIONS ABOUT AVERY DENNISON PRODUCTS ARE BASED UPON TESTS BELIEVED TO BE RELIABLE BUT DO NOT CONSTITUTE A GUARANTEE OR WARRANTY. ALL AVERY DENNISON PRODUCTS ARE SOLD WITH THE UNDERSTANDING THAT PURCHASER HAS INDEPENDENTLY DETERMINED THE SUITABILITY OF SUCH PRODUCTS OR ITS PURPOSES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW (INCLUDING UNDER THE AUSTRALIAN COMPETITION AND CONSUMER ACT 2010 (CTH) AND THE NEW ZEALAND CONSUMER GUARANTEES ACT NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE, OR OTHERWISE, EXCEPT AS SET FORTH ABOVE (WHICH ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES) SHALL APPLY TO THE PRODUCT DESCRIBED HEREIN. AVERY DENNISON SPECIFICALLY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER SUCH WARRANTIES. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF AVERY DENNISON.

TO THE MAXIMUM EXTENT PERMITTED BY LAW (INCLUDING UNDER THE AUSTRALIAN COMPETITION AND CONSUMER ACT 2010 (CTH) AND THE NEW ZEALAND CONSUMER GUARANTEES ACT IN NO EVENT SHALL AVERY DENNISON OR THE ICS QUALIFIED PROCESSING MATERIALS MANUFACTURER(S) BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF USE OR PRODUCTION OR LOSS OF CAPITAL. THE LIABILITY ON ANY CLAIM OF ANY KIND OF AVERY DENNISON AND THE ICS QUALIFIED PROCESSING MATERIALS MANUFACTURER(S) SHALL IN NO CASE EXCEED THE AMOUNT EXPRESSLY PROVIDED FOR IN THIS WARRANTY. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE DAMAGES ARE SOUGHT BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL THEORY.

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## Health, Safety and Environmental Standards

- User acknowledges and agrees that it is user's sole responsibility to provide services and dispose of unused products and liners in accordance with all applicable health, safety and environmental standards and requirements, and user covenants for Avery Dennison's benefit and for the benefit of Avery Dennison's agents, employees and controlling persons that it will comply with all such standards and requirements.

If any provision of this ICS Performance Guarantee shall be held to be invalid, illegal or unenforceable due to local rules, laws or regulations or other interpretations, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.