

Architectural Window Film Warranty Terms & Conditions 1.0

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Avery Dennison® Product Limited Lifetime Warranty Information

Avery Dennison Corporation provides this limited lifetime warranty solely to the original and direct purchaser of the Products of Avery Dennison (the “Purchaser”).

1. Product Warranty

Avery Dennison warrants all its Architectural Window Films (collectively, the “Product(s)”) for interior or exterior installation on architectural flat glass against: bubbling, crazing, delaminating, demetallizing, discoloring and peeling during the limited lifetime end use warranty period as outlined in the Architectural Window Film Warranty Bulletin found [here](#), which begin from the actual installation of the Products.

2. Warranty Conditions

This warranty shall only apply when the following conditions are met (“Warranty Conditions”):

- 2.1 The identified Products have been installed by a professional architectural flat glass window film installer;
- 2.2 The Products have been paid in full;
- 2.3 The Products have been stored, installed, processed, cleaned, maintained or any other relevant action has been executed in accordance with Avery Dennison’s written instructions / instructional bulletins supporting the Product.
- 2.4 The Products were utilized solely for their intended purpose;
- 2.5 The Products are installed on an architectural factory glazing system were such glazing system’s conditions and composition cannot damage the Products.
- 2.6 The Products are approved for installation by Avery Dennison for flat glass architectural application to specific Architectural flat glass types in accordance with the Avery Dennison Film to Glass Application Chart found [here](#)
- 2.7 The defective Products have been returned to Avery Dennison within the 2 year Product Warranty Period (or the Purchaser has provided Avery Dennison within such period with sufficient evidence, as required by Avery Dennison, of the defective Products).

- 2.8 The Products are to be used in compliance with all applicable state and federal laws. Installation of the Product in a manner that violates state or federal laws is a misuse of the Product and voids all warranties, expressed or implied, but not limited to the warranty of merchantability. Avery Dennison expressly disclaims all other warranties not set forth herein, including the implied warranty of fitness for a particular purpose and the implied warranty of merchantability.

3. Limited Lifetime Warranty Coverage – Exclusions

Subject to Australian Consumer Law, this Product Limited Warranty does not apply and shall not be enforceable, in the following circumstances where:

- 3.1 The Installation practices do not conform to Avery Dennison's published installation policies and procedures, thus any improper or poor quality of installation, or lack of recommended neutral curing silicone edge sealing for external applied Products, or Products within 16km of the sea as outlined in the Avery Dennison Film to Glass Application Chart found [here](#):
- 3.2 The Products are not approved by Avery Dennison for flat glass architectural application to specific architectural flat glass types in accordance with the Avery Dennison Film to Glass Application Chart found [here](#):
- 3.3 The Products are installed on glazing systems with visual light transmission below 45%, unless prior approval from Avery Dennison, both in terms of film to glass compatibility and warranty determination are obtained.
- 3.4 Damage to Products is caused by abuse or improper care, maintenance or treatment, improper film installation, improper film-to-glass applications, flat glass breakage caused by accidental or intentional damage or IG unit seal failure:
- 3.5 Two or more Products are applied to the same flat glass surface, unless otherwise directed by Avery Dennison. ie. Modular Film (Product)
- 3.6 Automotive Film Products are applied to flat glass "Architectural" glazing constructions.
- 3.7 Flat glass windows are triple or more pane construction, textured, wire film glass, or an IG unit inclusive of a suspended film, unless approved otherwise.
- 3.8 The Product is applied to any glass on which there is paint, lettering, signs, stickers or other permanent or temporary ornamentation.
- 3.9 The flat glass window panes have prior damage, chipped, cracked, holes in it, or light is visible between the frame and the glass.
- 3.10 The Product is applied to non flat glass architectural substrates (if not Avery Dennison approved ie. flat rigid plastic like raw Polycarbonate).
- 3.11 One flat glass side is more than 3.5 meters (11') and/or the surface of the flat glass has more than 3.7 m² (40') surface area, unless tempered flat glass or advised by Avery Dennison.
- 3.12 Altitude is above sea level >2133m (7,000ft) : needs prior written approval from Avery Dennison.
- 3.13 The Product is applied to the interior of skylights (flat glass or flat rigid plastic like raw polycarbonate): needs prior written approval from Avery Dennison.

- 3.14 The Product is applied to clear annealed glass thicker than 9.5mm (3/8" inch), or tinted annealed glass thicker than 6mm (1/4"), unless glass is tempered, or given special approval by Avery Dennison.
- 3.15 The Product is only partially applied to flat glass, or partially applied to flat rigid plastic like raw polycarbonate.
- 3.16 The Product (Poly Film) is installed on Rigid Flat Plastic ie Polycarbonate that has a scratch coating, or surface coating that causes low adhesion with our Product (Poly Film) adhesive.
- 3.17 The flat glass window pane is shaded by exterior overhangs, extensions, columns, pillars etc.
- 3.18 The flat glass windows are architecturally odd shaped larger than 1.8m² (20').
- 3.19 The product is applied to any type of laminated glass: needs prior written approval from Avery Dennison.
- 3.20 Damage caused by acts of nature (accidents, floods, fire, explosion etc).
- 3.21 The loss and or damage, direct, incidental or consequential, except as expressly set forth herein or as provided by law.
- 3.22 Fraud by the installation dealer or customer.
- 3.23 Damage to the Products due to improper storage, abuse, improper care, misuse, accident, misapplication, normal wear and tear, or dents from impact, collisions and/or intentional damage of any kind or physical or chemical abuse or exposure, direct or sustained heat or cold or sudden change in temperature or thermal shock, exposure to chemicals, mishandling, abnormal use, force, pressure or loading by any person or object or if the Products have been subjected to neglect or abuse, willful damage, negligence, abnormal working conditions or misuse or alteration or repair of the Products without Avery Dennison's written approval;
- 3.24 Any Product defects not proven to be manufacturing defects.
- 3.25 Any defects, damages or losses if the Product was not installed by a professional flat glass Architectural Window Film (Product) installer
- 3.26 Illegal installation. This product is to be used in compliance with all applicable state and provincial laws. Installation of the product in a manner that violates state or federal laws is a misuse of the product and voids all warranties, expressed or implied, but not limited to the warranty of merchantability. Avery Dennison expressly disclaims all other warranties not set forth herein, including the implied warranty of fitness for a particular purpose and the implied warranty of merchantability.

4. Remedy

Subject to the applicable Law, the obligation of Avery Dennison under this warranty is limited to replacement cost of products not conforming to the warranty outlined above.

The benefits under this warranty are in addition to other rights and remedies under a law in relation to goods or services to which the warranty relates.

This warranty does not extend coverage caused by misuse, accident, misapplication, normal wear and tear, or dents from impact, collisions and/or loss or damage (intentional or not), direct, incidental or consequential, except as expressly set forth herein or as provided by law.

This limited warranty is made in lieu of all warranties expressed or implied. Any implied warranties of fitness for a particular purpose or merchantability applicable to the product last only as long as the written warranties enumerated herein. In no event shall Avery Dennison be responsible for any loss or direct, incidental or consequential damages or limitation on how long an implied warranty lasts so the above limitations and/or exclusion shall not apply to you. Furthermore, Avery Dennison shall not be liable in any manner whatsoever for damages related to use of this product in an illegal manner

5. Disclaimer of Warranties and Limitation of Liability

THE FOREGOING IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, GUARANTEES, PROMISES, OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESSED OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL DUTIES, LIABILITIES (INCLUDING IN NEGLIGENCE), CONDITIONS AND WARRANTIES ON THE PART OF AVERY DENNISON ARE HEREBY EXCLUDED, EXCEPT TO THE EXTENT THAT THESE ARE EXPRESSLY SET OUT IN THIS LIMITED WARRANTY OR ARISE UNDER STATUTE AND CANNOT BE EXCLUDED. ANY IMPLIED WARRANTY WHICH IS NOT EXCLUDED HEREBY, DUE TO OPERATION OF LAW, IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTY PROVIDED FOR THE PRODUCT WARRANTED. EXCEPT TO THE EXTENT EXPRESSLY REQUIRED BY APPLICABLE LAW, AVERY DENNISON WILL NOT BE LIABLE TOWARDS THE PURCHASER OR ANY THIRD PARTY UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT OR CONTRACT) FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS AND/OR ANY EXPENSES, LOSS OR DAMAGES INCURRED OR CAUSED TO THE PURCHASER OR ANY OTHER PARTY IN RESPECT OF ANY WARRANTY CLAIM, REGARDLESS OF THE CAUSE OF SUCH DAMAGE, EVEN IF AVERY DENNISON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AVERY DENNISON IS NOT RESPONSIBLE FOR DAMAGE CAUSED IN WHOLE OR IN PART BY ACTS OF GOD OR BY ACCIDENTS, THIRD PARTY'S ACTS OR OMISSION AND/OR BY SITE CONDITIONS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT BE APPLICABLE.

6. Warranty Claims

- 6.1 All warranty claims must be received by Avery Dennison at:
QA Department: 4 Duigan Drive, Moorabbin Airport, VIC 3194
within fourteen (14) days after the Purchaser learns of the facts upon which the claim is based and within the Limited Lifetime Warranty.

Email to windowfilmwarranty@apaverydennison.com. Otherwise, such warranty claim shall be deemed waived. Purchaser shall cooperate with Avery Dennison's or its authorized agents in the inspection of the Product(s) that were claimed to be defective, and will assist Avery Dennison in efforts to perform its obligations under this warranty. Avery Dennison reserves the right to inspect any product, flat glass window and/or job prior to acceptance of the warranty claim. Fraud by the Installer or by any other third-party installer or installing dealer or customer shall void this Warranty.
- 6.2 This warranty is expressly conditioned on the installer ensuring that each individual site where the Avery Dennison Window Film Product 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.
- 6.3 The Architectural Window Film Warranty Form can be found [here](#):
- 6.4 Avery Dennison requires that the Purchaser retain this original Warranty Certificate and the invoice relating to the Products installation. Proof of purchase is required to obtain warranty coverage.

7. Inspection Rights

It is the responsibility of the Purchaser to thoroughly inspect the Products upon its receipt and to notify Avery Dennison in writing of evident defects promptly upon its discovery, by defining the defect in detail and declaring which claims are asserted. Avery Dennison's authorized agents must be permitted sufficient time and opportunity to inspect and examine the Products that were claimed to be defective in order to evaluate and respond to any warranty claim. All decisions regarding the existence of manufacturing defects which are covered by this limited warranty shall be made by Avery Dennison and shall be final and binding.

8. General

Avery Dennison warrants that the Product will be free from defects in manufacturing and workmanship 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 Architectural Window Film 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 discolouration, cracking, crazing, blistering, excessive gloss changes, excessive dimensional change or loss of adhesion, so that the film is no longer effective 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.

This limited lifetime warranty gives the purchaser specific legal rights which may vary depending on the applicable local laws. No term or condition other than those stated herein and no agreement or understanding, whether oral or written, in any way purporting to modify or change this limited lifetime warranty shall be binding upon Avery Dennison, unless made in writing and signed by an official signatory of Avery Dennison. This limited warranty is not transferrable if there is a change of ownership of the flat glass site in which film has been installed, and terminates automatically upon any sale, conveyance or change in tenancy of any flat glass site.

9. 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, and/or expenses, including legal fees, resulting from any use or application for which the Product is unsuitable.

10. 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.

11. Unintended Use

This warranty is expressly conditioned on the Product being processed by professional Architectural flat glass window film (Product) installers in accordance with Avery Dennison recommended written processing instructions, and being applied to properly prepared surfaces that are cleaned and maintained in accordance with recommended Avery Dennison procedures. It is the installers 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.

12. 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

13. Weathering Effects

Some degradation of materials over time is considered normal wear. Slight fading, chalking, 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.

Exposure of the products close to marine environments are expected to have a reduced warranted life, due to the harsher conditions: salt water, increased sunlight exposure, reflection, UV and IR.

14. Adhesion to Application Surfaces

This warranty does not cover the Product's adhesion if the application surface is not properly prepared; nor does the warranty cover the Product or damage to the application surface which subsequently crack, or become damaged beneath the Product.

15. Glass Breakage

This warranty does not cover flat 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.

16. Exclusive Remedies and Limitations of Liability

- 16.1 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.
- 16.2 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.
- 16.3 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.

17. 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° to 90° from vertical.
- “Interior” means that the Product is situated within the interior of a building or dwelling.
- “Exterior” means the Product is situated on the exterior of a building or dwelling.

18. 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 Warranty Bulletin 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.

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.

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 BE LIABLE FOR ANY LIABILITY FOR ANY COMPENSATION, REIMBURSEMENT, CLAIMS OR DAMAGES OR ON ACCOUNT OF ANY EXPENDITURES, INVESTMENTS, LEASES OR COMMITMENTS, MADE IN CONNECTION WITH WINDOW FILM WARRANTY ISSUANCE PURSUANT TO THE Warranty Bulletin.

