

LIMITED WARRANTY

eGlass® LC Privacy Film Products

The warranty obligations of Innovative Glass Corporation for eGlass® LC Privacy Film products are limited to the terms set forth below.

Length of Warranty Period

This limited warranty lasts one (1) year from date of shipment.

What is Covered

- a) This limited warranty covers defects in materials and workmanship in this product.
- b) The continued switchable function of this product to actively switch states and provide the intended effect of eGlass.
- c) The electronic control systems, including all transformers and remote controls provided by Innovative Glass Corporation.

What is Not Covered

This limited warranty does not cover any damage, deterioration or malfunction resulting from any alteration, modification, improper or unreasonable use or maintenance, misuse, abuse, accident, neglect, exposure to excess moisture, fire, improper packing and shipping (such claims must be presented to the carrier), lightning, power surges, or other acts of nature. This limited warranty does not cover any damage, deterioration or malfunction resulting from the installation or removal of this product from any installation, any unauthorized tampering with this product, any repairs attempted by anyone unauthorized by Innovative Glass Corporation to make such repairs, or any other cause which does not relate directly to a defect in materials and/or workmanship of this product. This limited warranty does not cover equipment enclosures, cables or accessories used in conjunction with this product. This limited warranty does not cover any visual defects such as dents, bends or scratches which occur during installation or normal wear and tear. This limited warranty does not cover visible haze of the product in its transparent state as this is considered normal and expected. (See Application Note LC-101)

How to Obtain a Remedy Under this Limited Warranty

To obtain a remedy under this limited warranty, contact Innovative Glass Corporation by email, fax, telephone or letter with the following information:

- Original Purchaser's Company Name and Contact Information
- · Original Innovative Glass Corporation order number
- Original shipping date of the product
- · Description of symptoms with supporting photos and/or videos

If it is determined that the product must be returned under this limited warranty, instructions for an authorized return will be provided by Innovative Glass Corporation. In the event the product is authorized for return, the product should be properly packed to prevent damage in transit. Improperly packed cartons that cause damage in transport will potentially void this warranty and/or repair service may be delayed as a result.

Limited Warranty for eGlass® LC Privacy Film Products — cont'd

What Innovative Glass Corporation Will Do Under This Limited Warranty Innovative Glass Corporation will, at its sole discretion, provide one of the following remedies to whatever extent it shall deem necessary to satisfy a proper claim under this limited warranty:

- 1. Elect to repair any defective parts within a reasonable period of time, free of any charge for the parts required to repair the product. Innovative Glass Corporation will pay the shipping costs necessary to return this product once the repair is complete. Labor to remove the LC Privacy Film and reinstall once the repair has been completed will ONLY be covered if Innovative Glass Corporation has installed the product. Labor of any kind to remove and reinstall LC Privacy Film that has been installed by others will NOT be covered under this warranty and will be the responsibility of the customer.
- 2. If the defective product cannot be repaired, it will be replaced. Innovative Glass Corporation will pay the shipping costs necessary to replace this product under the terms of this warranty. Labor to remove the LC Privacy Film and install a replacement piece will ONLY be covered if Innovative Glass Corporation was the original installer of the product. Labor of any kind to remove the defective piece and install a replacement piece will NOT be covered under this warranty if the original LC Privacy Film was installed by others.

Out-of-Warranty Product

Product that is out-of-warranty may be repaired at customer's request and the cost of repair will be disclosed prior to proceeding with the repair. A purchase order must be received prior to repair. If the product cannot be repaired, Innovative Glass Corporation will provide pricing for a new unit at current pricing, which will carry a new oneo (1) year Limited Warranty from the shipping date of product.

Limitation on Liability

The maximum liability of Innovative Glass Corporation under this limited warranty shall not exceed the actual purchase price paid for the product. Innovative Glass Corporation is not responsible for direct, special, incidental or consequential damages resulting from any breach of warranty or condition, or under any other legal theory to the maximum extent permitted by law.

Exclusive Remedy

To the maximum extent permitted by law, this limited warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies and conditions, whether oral or written, express or implied. To the maximum extent permitted by law, Innovative Glass Corporation specifically disclaims any and all implied warranties, including, without limitation, warranties of merchantability and fitness for a particular purpose. If Innovative Glass Corporation cannot lawfully disclaim or exclude implied warranties under applicable law, then all implied warranties covering this product, including warranties of merchantability and fitness for a particular purpose, shall apply to this product as provided under applicable law.

Rights Under State Law

This warranty defines specific legal rights relative to these products provided by Innovative Glass Corporation Legal rights may also vary from state to state.

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