



5 YEAR LIMITED WARRANTY

Privacy Glass Solutions warrants this product, **Clarity™ Switchable Privacy Glass**, (the “Product”), to be free from defects in materials and workmanship, for a period of five (5) years from the original invoice date (the “Warranty Commencement Date”). This warranty extends only to the original purchaser of the Product and is non-transferable. This warranty is effective only if installation of the Product is completed in exact compliance with Privacy Glass Solutions instructions and specifications.

Terms and Conditions

The obligations of Privacy Glass Solutions under this warranty are limited to the repair or replacement of the Product at the sole discretion of Privacy Glass Solutions. Privacy Glass Solutions shall not be responsible for any losses, damages or expenses resulting from the removal of defective parts, damage to the structure, installation of replacement parts, or any other incidental or consequential damages related thereto. Privacy Glass Solutions reserves the right to determine whether a defect exists in its sole discretion. Privacy Glass Solutions has the right to inspect and/or repair the Product on-site or have the Product delivered to Privacy Glass Solutions. If Privacy Glass Solutions wishes to inspect and/or repair the Product where it is located, Privacy Glass Solutions shall be provided with access to the Product and a safe and secure environment within which to conduct its inspections and/or repairs. Otherwise, the Product shall be shipped at the purchaser's expense and risk of loss to Privacy Glass Solution's facility located at 11713 NW 39th Street, Coral Springs, Florida 33065, or such other address as Privacy Glass Solutions requests. Privacy Glass Solutions shall ship the replacement Product/parts, at Privacy Glass Solution's expense, to the place of installation of the Product in the United States. During the first year following the Warranty Commencement Date, warranty covers 100% of the cost of the replaced product. During the second and third year following the Warranty Commencement Date, warranty coverage is 50% of the cost of the defective Product with the purchaser responsible for the balance of the cost of the repair/replacement. During the fourth and fifth year following the Warranty Commencement Date, warranty coverage is 25% of the cost of the defective Product with the purchaser responsible for the balance of the cost of the repair/replacement. Purchaser is solely responsible for all shipping and handling fees and bears the risk of loss during shipment. This warranty is the only warranty extended and is the purchaser's sole and exclusive remedy. Warranty claims must be filed within thirty (30) days of the Product failure or purchaser's right to file a warranty claim shall be waived. This warranty shall not be available while any portion of the purchase price for the Product or other amount due to Privacy Glass Solutions is past due, and such period of unavailability does not extend the warranty period. This warranty is in lieu of all other warranties of any type and does not apply to any Product subjected to misuse, neglect, improper installation, alteration, damage by fire, floods, act of God or other form of casualty, deterioration or peeling of finished surfaces due to exposure to or abrasion from the elements, minor blemishes incurred in manufacturing, shipping or installation, and the failure to perform regular maintenance on the Product. Any Product repaired or replaced by Privacy Glass Solutions during the warranty period does not extend the original warranty and shall be subject to the balance of the original warranty period. Purchaser may not reconstruct, repair, alter, or replace any Product, in whole or in part, either itself or by or through any third party. Any attempt to do so shall void the warranty.

PRIVACY GLASS SOLUTIONS HAS MADE NO OTHER AFFIRMATION OF FACT AND HAS MADE NO OTHER PROMISE RELATING TO THE PRODUCT WHICH HAS BECOME ANY BASIS OF THE BARGAIN MADE OR WHICH HAS CREATED OR AMOUNTED TO AN EXPRESS OR IMPLIED WARRANTY THAT THE PRODUCT WILL CONFORM TO ANY SUCH AFFIRMATION OR PROMISE. PRIVACY GLASS SOLUTIONS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PRIVACY GLASS SOLUTIONS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SAME. IN NO EVENT SHALL PRIVACY GLASS SOLUTIONS' TOTAL LIABILITY FOR ANY DAMAGES IN ANY ACTION BASED ON OR ARISING OUT OF OR IN CONNECTION WITH PURCHASER'S ORDER OR ITS PURCHASE AGREEMENT EXCEED THE PURCHASE PRICE.

This warranty is governed by the internal laws of the State of Florida without regard to principles of conflicts of law. Exclusive venue regarding any warranty claim shall be in state or federal court in Broward County, Florida.

