

PLEOTINT LLC
SUNTUITIVE® LIMITED WARRANTY

Limited Warranty. Pleotint provides a Standard Suntuitive® Limited Warranty (the “Warranty”) to the original customer (“Customer”) only. Subject to the terms, conditions and limitations contained herein, Pleotint warrants that its Suntuitive film, when used and laminated between glass in accordance with Pleotint’s lamination, handling, and storage guidelines, as amended, will continue to perform by darkening at a range of no less than seventy-five percent (75%) of its initial delivered range and will not materially obstruct vision as a result of film degradation or defects in material or workmanship for a period of ten (10) years from the date of shipment. Pleotint, in its sole discretion and at its option, will repair any defective Suntuitive film, replace any defective Suntuitive film (with the same or comparable product), or make a pro rata refund of the initial purchase price for the defective portion of the Suntuitive film. There is no other warranty. The Customer has no rights under this Warranty unless and until Pleotint receives full payment of the purchase price of its goods and services (the “Goods”). All specifications set forth in Pleotint’s quotations, order acknowledgments, or other sales documentation remain subject to tolerances and variations consistent with usage of trade and regular practices concerning normal variations in surface; deviations from color and tolerances; and variations consistent with practical testing and inspection methods.

Exclusions from Warranty Coverage. The Warranty extends only to the original glass fabricator Customer. The Warranty does not extend, and it is not transferable or assignable, to any subsequent purchaser or user, without the express written consent of Pleotint. The Warranty does not extend to immaterial coloration, discoloration, graying, or yellowing. The Warranty applies only to film sold and used in the United States, Canada, Japan, Australia, New Zealand, Mexico, Korea, Singapore and the countries of the European Union. The Warranty shall not apply to any claimed defect in or damage to the Suntuitive film or the Goods arising out of or being caused by the following:

- improper lamination or delamination of Suntuitive film or construction of windows, including bubbling or cracking caused by the lamination process or inverting the film’s intended orientation;
- glass breakage, glass degradation, coating damage caused by seal failure, or ceramic frit fired onto glass surface;
- animals, flying or falling objects, or natural occurrences or disasters, including without limitation earthquakes, hailstorms, windstorms, hurricanes, tornadoes, weather, and other acts of God;
- normal wear and tear of Pleotint products;
- deliberate or negligent acts, abrasion, physical impact, vandalism, acts of terrorism or war, mechanical damage, vehicular or pedestrian traffic, fire (deliberate or accidental), or any misuse or abuse;
- any damage caused by or during transportation or storage by anyone other than Pleotint (including without limitation damage caused by water moisture, condensation, or penetration);
- incompatibility with other glazing or installation materials, including coatings, sealants, and gaskets, or defects in the design, materials, assembly, construction and/or installation of any panels, frames or other materials or products into which the Goods are incorporated;
- improper use, installation, or maintenance, or faulty construction, design, handling, or storage, including applications in high humidity, without adequate ventilation or humidity control, or uses outside the film’s design limitations;
- minor imperfections that do not affect product performance or materially obscure vision, and minor variations in glass color or minor changes in switching speed and transmission; and,
- corrosive or film-damaging products or natural conditions, including without limitation chemicals, wood rot, solvents, acids, alkalis, cleaners, fumes, high air pollution, acid rain, sea spray, grout, and the like.

Condition for Warranty Coverage (Maintenance). Customer is informed and understands that the Suntuitive film should be kept dry, clean and in cool storage, and that long-term exposure to moisture, dust, dirt, and other contaminants should be minimized for the Suntuitive film to perform as warranted. It is a condition of the

Warranty that Customer maintain the Suntuitive film in accordance with Pleotint handling and storage instructions. For any claim under the Warranty, Pleotint must be provided on request written documentation of maintenance and storage.

Notice of Claim. No repair, replacement, or pro rata refund will be required or made unless Pleotint receives written notice of the claimed defect. Any claim of defect, including without limitation under the Warranty, must be made in writing to Pleotint within the ten (10) year warranty period and within thirty (30) days following discovery of the claimed defect. Written notice shall be provided to Pleotint Warranty, 7705 West Olive Road, West Olive, Michigan 49460. As a condition to the enforcement of any claim under this Warranty, Pleotint and its agents must be provided access to the original Suntuitive film (and any incorporated window or other unit) for inspection, testing, repair and/or replacement. Any modification, replacement, attempted repair, self-help, or other alteration of the Suntuitive film or the incorporating product without Pleotint's prior approval shall render this Warranty null and void. Any repair or replacement by Pleotint will not extend the original warranty period. The Warranty does not cover the cost of transportation or handling, or the removal or installation of product. Failure to give notice of a claimed defect as required herein shall constitute an absolute waiver and release of all claims Customer may have, and Pleotint shall have no liability, under this Warranty or otherwise, for that claimed defect.

LIMITATIONS ON LIABILITY. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. THE REMEDY OF REPAIR, REPLACEMENT, OR REFUND PROVIDED UNDER THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. PLEOTINT SHALL HAVE NO LIABILITY TO THE CUSTOMER OR ANYONE ELSE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOST PROFITS, LABOR COSTS, OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE GOODS, BREACH OF THIS AGREEMENT, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. ALL CLAIMS IN TORT, STRICT LIABILITY, AND FAILURE OF ESSENTIAL PURPOSE ARE WAIVED, RELEASED, AND EXCLUDED, INCLUDING CLAIMS OF PLEOTINT'S NEGLIGENCE. PLEOTINT SHALL NOT BE LIABLE TO THE CUSTOMER IN TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY DEFECT IN THE DESIGN OR MANUFACTURE OF THE GOODS, OR FOR THE OMISSION OR ALLEGED INADEQUACY OF WARNINGS OR INSTRUCTIONS ACCOMPANYING THE GOODS. EXCEPT FOR THE LIMITED WARRANTY HEREIN, THE CUSTOMER ACCEPTS THE GOODS "AS IS" WITH ALL FAULTS AND ASSUMES THE RISK OF LOSS FOR ANY DEFECT OR NONCONFORMITY. CUSTOMER WAIVES, RELIEVES AND RELEASES PLEOTINT FROM ANY AND ALL CLAIMS, CAUSES OR RIGHTS OF ACTION, AND LIABILITY FOR ANY REDHIBITORY, PATENT, OR LATENT VICES OR DEFECTS, EXCEPT AS SPECIFICALLY PROVIDED IN THE LIMITED WARRANTY. UNDER NO CIRCUMSTANCES SHALL PLEOTINT'S LIABILITY FOR ANY DEFECT IN THE GOODS, WHETHER BASED ON CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY, EXCEED THE PURCHASE PRICE OF THE DEFECTIVE GOODS. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. **CUSTOMER ACKNOWLEDGES AND DECLARES THAT THESE LIMITATIONS AND WAIVERS HAVE BEEN BROUGHT TO CUSTOMER'S ATTENTION AND EXPLAINED, THAT CUSTOMER HAS READ AND UNDERSTANDS ALL TERMS AND AGREES TO BE SO BOUND, AND THAT CUSTOMER'S RECEIPT OF THE AGREEMENT, LIMITED WARRANTY, AND GOODS, AND ANY PAYMENT FOR THESE, SIGNIFIES THAT CUSTOMER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS, INCLUDING THE WAIVERS AND LIMITATIONS CONTAINED HEREIN.**

Modifications. No person at Pleotint, other than one of its Officers, has the authority to modify, expand or extend the Warranty, to waive any of the limitations or exclusions of the Warranty, to make any different or additional warranties with respect to any Goods, or to alter, amend, or undo any term of sale. Any such alteration

is not effective unless stated in writing signed by a Pleotint Officer. All other statements and representations are null and void.

Applicable Law. This Warranty shall be considered to have been made in the State of Michigan and shall be governed by and interpreted according to Michigan law, without giving effect to conflict of law principles. Except as provided below, any action or claim arising out of or relating to the Warranty or Goods shall be brought only in a federal or state court in Kent County, Michigan or a federal court in Grand Rapids, Michigan, having jurisdiction over the subject matter, and Customer irrevocably consents that such court shall have personal jurisdiction over Customer and waives any objection that the court is an inconvenient forum. Alternatively, and at Pleotint's sole election, any dispute arising out of or relating to this Agreement shall be submitted to binding arbitration in Kent County, Michigan in accordance with the rules of the American Arbitration Association. Any award ordered in such arbitration shall be enforceable in any court of competent jurisdiction. In the event any suit is brought against Pleotint by Customer in violation of this Agreement or for claims waived or released under the Agreement, Customer agrees to pay Pleotint's attorney and paralegal fees as well as costs to defend such suit. No claim, suit, or other proceeding arising out of or related to the Pleotint's Warranty or Goods may be brought after one (1) year from the date it accrues. No discovery, estoppel, or other rule shall apply to extend this limitations period.

Miscellaneous. If any provision or individual term of this Warranty is invalid or unenforceable under any applicable law, the provision or term shall be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms shall be unaffected. Customer shall not assign any of its rights nor delegate any of its obligations under this Warranty without the prior written consent of Pleotint. This Agreement shall be binding upon and enforceable by and against Customer and Pleotint, and their respective legal representatives, successors, and assigns.

Seller's Rights. Pleotint has all rights and remedies given to sellers by applicable law, and Pleotint's rights and remedies are cumulative and may be exercised from time to time by Pleotint. All sales of Pleotint's Goods remain subject to its Standard Terms and Conditions of Sale. No waiver by Pleotint of any provision of this Warranty shall be effective unless in writing nor operate as a novation or waiver of any other provision. Pleotint shall not lose any right because it has not exercised that right in the past.