

WARRANTY TERMS AND CONDITIONS

SmartPro Glass warrants that Smart Glass and Self Adhesive Film products should be free from defects, assuming normal use and correct installation for a period of 2 years from the date of installation unless otherwise stated.

1. It must be noted that manufacturing process of the smart film means that the PET (Poly Ethylene Terephthalate) surfaces can be exposed to very minor surface scratching which is not covered by the Warranty. There may also be very slight variations in the thickness of the liquid crystal over the surface area during the coating process; this is not classed as a fault and falls within the scope of our manufacturing tolerances.

2. All SmartPro glass panels are produced with a transparent non-LCD covered edge strip (5mm \pm 2mm). This is due to the fact that the PDLC film needs to be protected against moisture, oxidation and other potentially damaging factors. This non-LCD covered strip is approximately 10mm \pm 2mm at the location of the Bus-Bars. The customer must foresee methods to cover this area in a frame prior to order confirmation.

3. The Switchable panel is made out of multiple layers of different materials. Furthermore the presence of the floating crystals in the glass create some level of haze compared to a single panel monolithic glass panel. This haze will be increased when the view angle increases. This is not a defect and is perfectly normal. Our Smart glass has been provided in a manner to provide the highest possible transparency with the lowest level of haze without sacrificing the desired privacy.

4. Visual distortions, small bubbles or inclusions maybe present in the Non-LCD covered transparent strips or around the holes, notches or cut outs. As such the end user must foresee the possibility to apply coverage for these.

5. SmartPro needs to be switched Off (Visually Opaque) for at least 4 hours in every 24 hours cycle. This will allow the floating crystals to maintain their electrical sensitivity and orientation capacity. If this regime is not observed the panel may develop some visual defects or stop working all at once.

6. Prior to installation, the authorized electrician must carry out a site check to make sure that the electrodes, wires and all other electrical components are insulated and sealed. No electrical component should be allowed to come into contact with the framing structure.

7. Smart Film/Glass products are not as optically the same as standard float glass. Some degree of haze will always appear due to the nature of the product. All PDLC (Polymer Dispersed Liquid Crystal) smart glass and film has some degree of haze/wave and this is not a reason in itself for rejection or a refund.

8. To ensure the safe and proper operation of Smart Glass and Smart Film it must be installed by a qualified installation team and should be delivered, handled, protected, cleaned and used in compliance with the requirements set out in our guidelines.

9. Glass panels must be checked for any physical, electrical damage by the customer on the Delivery Note must be marked and noted. Any claims after having signed the delivery note won't be accepted. The smart glass panels are deemed to be without any damage and defect and completely acceptable to the customer whatsoever, if nothing is mentioned in the delivery note.

Exclusion:

Excluded from the Warranty provided by SmartPro Solutions are defects, breakage or failure of a product due to:

- Improper or negligent use of the product;
- An alteration or modification not made by SmartPro Solutions;
- Faulty installation, if the product was not installed by SmartPro Solutions;
- The use of improper sealants or chemical components;
- Alternation, application, or attachment of unapproved materials and coating;
- Exposure of the system, glass, film or any other component of the sold product to an electrical surge;
- Electrical work, electrical wiring or electrical integration systems that were inadequate and/or not specified or previously approved by SmartPro Solutions;
- Abusive use of the product, an external cause, the act of a third party, a natural catastrophe and, generally, any event of force majeure;
- Warranty not transferable: The warranty hereunder is provided by SmartPro Solutions exclusively to the Client and cannot be transferred to a subsequent acquirer of the product.

Procedure:

In the event of a breach of warranty, the SmartPro Solutions Company's sole obligation and the Customer's sole remedy is the repair or replacement of the defective product. The Reseller or Customer should promptly notify the SmartPro Solutions Company of any defect in products and upon obtaining a return authorization note should ship the goods to the address provided on the return authorization note for analysis unless otherwise agreed.

No warranties will be enforced and no exchanges will be made if SmartPro film has been cut, bent, kinked, dented, nicked, scratched, incised, gouged, gashed, scored, if the protective backing has been peeled off, or if the film is in less-than-perfect condition.

If the failure of or defect in the product is covered by the warranty, SmartPro may, at its option, either repair the product or replace it with a product of the same or higher quality, or reimburse the Client, in each case at no additional cost.

SmartPro Solution will bear the expense to repair or replace the products supplied but will not accept any costs incurred by others which are associated with transportation, gaining access, removal, replacement, installation or consequential loss claims of any kind.

SmartPro Solutions is not responsible for the replacement or repair of products which are damaged as a result of external events such as, but not limited to: natural disasters, improper use, and incorrect installation, use of incorrect silicones or unauthorized parts.

Cancellation Policy:

The sold product is custom-made for the client and the order for the same cannot be cancelled by the client under any circumstances, nor can the client be reimbursed for any cancelled order.