

LIMITED WARRANTY

TERMS AND CONDITIONS

This Limited Warranty Policy outlines the terms under which SmartPro Solutions provides coverage for its smart glass products. These terms are intended to ensure transparency, clarity, and fairness to our clients, while protecting the integrity and quality standards of our offerings.

1. Warranty coverage becomes valid only upon receipt of full and final payment for the product and any associated services. SmartPro Solutions reserves the right to suspend or void the warranty in the event of incomplete or delayed payments.
2. The warranty is valid for a period of 12 months from the date of installation or delivery, whichever comes first.
3. This warranty covers operational issues under normal usage and within the specified conditions as below.
4. 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.
5. All SmartPro glass panels are produced with a transparent non-LCD covered edge strip (5mm $\pm$ 3mm). 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. These zones must be covered within framing systems during installation and are not considered defects.
6. 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.
7. 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.
8. Smart glass/film panel 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. Neglecting this operational routine may lead to visual issues or complete panel failure and will void the warranty.
9. 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.

10. During the lamination of Smart Film, minor air bubbles, particle inclusions or visual distortions may occur due to contaminants on the glass/film surface. These are considered a natural consequence of the process and do not impact the optical or functional performance of the product. The presence of these minor particles, bubbles or visual distortions are considered acceptable if each is ≤ 5 mm in diameter and the count does not exceed 10 per square meter.
11. 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.
12. 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.
13. Smart glass and smart film are electrical devices that must be protected from moisture, condensation, and water exposure at all times. Improper sealing, exposure to high humidity environments, or contact with liquids may cause electrical failure or delamination and will void the warranty.
14. All deliveries must be inspected upon receipt. Any physical or visual defect must be noted on the delivery form. Claims made after accepting goods without notation will not be honored. The smart glass/film 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.
15. All products must be handled and cleaned according to SmartPro's Cleaning Manual. The use of liquid sprays directly onto the film or busbar area is strictly prohibited.
16. Inappropriate cleaning, especially on Smart Films (e.g., direct spray, abrasive cloths), will void the warranty.
17. The smart glass/film must be inspected under the following conditions: the viewer shall stand at a distance of no less than 2 metres from the glass surface (or 3 metres in the case of large laminated units) on the interior side, viewing at a 90° angle in natural daylight, excluding direct sunlight, reflections or moisture on the surface. The edge band (approx. 50mm) is excluded from the inspection area.
18. Any visual defect must be reported in writing to SmartPro within 7 days of installation (or delivery, if pre-installed) together with clear photographs or video showing the fault under the above inspection conditions.
19. SmartPro reserves the right to inspect the installation, perform tests, and determine whether the fault is covered under warranty. Investigative onsite inspection may be scheduled, for which SmartPro will issue a reference number and arrange access.
20. Faults or damage arising from incorrect installation, exposure to moisture, condensation, or electrical faults (including non-approved power supplies) are excluded from warranty coverage.
21. Should SmartPro determine that the fault qualifies under warranty, SmartPro will either repair or replace the component at SmartPro's discretion. No liability is accepted for removal costs, associated labour or third-party installations.
22. Our smart Film/Glass must only be connected to SmartPro approved power supplies and operated within the specified voltage and frequency range. Any damage resulting from incorrect wiring, voltage fluctuations, or the use of non-approved transformers is excluded from warranty coverage.

23. SmartPro Solutions shall not be held liable for any indirect, incidental, or consequential damages, including but not limited to loss of profits, downtime, or property damage arising from the use or inability to use the product.
24. This warranty covers manufacturing defects only. If installation is carried out by a third party, SmartPro accepts no responsibility for performance, defects, or damages arising from improper installation, handling, or integration.
25. This warranty is non-transferable and applies only to the original purchaser named on the invoice.
26. SmartPro reserves the right to update or amend its Warranty Terms and Conditions at any time without prior notice.

Exclusion:

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

- Improper or negligent use, including physical damage, scratches, cracks or impact breakage, bending, kinking;
- 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;
- Electrical damage due to power surges or incorrect wiring;
- Electrical work, electrical wiring or electrical integration systems that were inadequate and/or not specified or previously approved by SmartPro Solutions;
- Acts of God, vandalism, third-party interference, or other external events;
- Abusive use of the product, a natural catastrophe and, generally, any event of force majeure;
- Wear and tear, or cosmetic changes not affecting functionality;
- Unauthorized repairs, modifications, or tampering;

Procedure:

1. 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 or refund 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.
2. 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.
3. To initiate a warranty claim, the customer must notify SmartPro Solutions in writing within 7 days of discovering a potential issue. The claim should include:
 - A description of the issue
 - Supporting photos or video evidence
 - Invoice or proof of purchase
 - Access to the installation site for inspection (if applicable)

4. If the failure of or defect in the product is covered by the limited warranty, SmartPro may, at its discretion, either repair the product or replace it with a product of the same or higher quality, or refund the defective item, in each case at no additional cost.
5. SmartPro Solution will bear the expense to repair or replace the products supplied but will not accept and cover any ancillary costs, including transportation, gaining access, removal, replacement, installation or consequential loss claims of any kind.
6. 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 or returned by the client under any circumstances, nor can the client be reimbursed for any cancelled order.
