

## WARRANTY TERMS & CONDITIONS

### WARRANTY INFORMATION

IMPORTANT: Read this entire Limited Warranty (not transferable), before purchasing or installing XPEL® brand commercial and residential window films. By installing or using XPEL Technologies Corp. (“XPEL”) VISION window films, you acknowledge that this Limited Warranty is part of the terms of sale.

### WARRANTY COVERAGE

XPEL warrants professionally sold and installed XPEL® VISION brand commercial and residential window films (the “Products”) to be free from the following. Defects in materials and workmanship: peeling, bubbling, rippling, cracking, adhesive failure, delamination, and demetalization. XPEL does not warrant any conditions of, or damage to, the Products other than the conditions described in this Limited Warranty. Warranty time periods vary and are stated on the schedule on the back of this Limited Warranty. PLEASE NOTE IMPORTANT EXCLUSIONS AND PRE-APPROVAL REQUIREMENTS SPECIFIED ON THE REVERSE SIDE OF THIS DOCUMENT.

### GLASS BREAKAGE WARRANTY

Except with respect to the exclusion provided below, this Limited Warranty on the Products covers glass breakage due to thermal stress. XPEL reserves the right to have a local representative of its choice inspect the affected window(s) before approving claims. Upon approval of a claim at XPEL’s sole discretion, XPEL will pay for glass unit replacement up to a maximum of \$500 per window.

### SEAL FAILURE ON DUAL-PANE UNITS

Except with respect to the exclusion provided below, this Limited Warranty extends to seal failure on dual pane units, if and only if the customer has and provides to XPEL a window manufacturer’s warranty against seal failure that is valid and not expired, at the time of claim. XPEL reserves the right to have a local representative of its choice inspect the affected window(s) before approving any claim. For approved claims, XPEL only warrants against seal failure for the remaining period of the window manufacturer’s warranty, or the time period noted on the reverse side, whichever is shorter. Upon approval of a claim at XPEL’s sole discretion, XPEL will pay for glass unit replacement up to a maximum of \$500 per window

### EXCLUSIONS; XPEL’S OPTION TO REMOVE FILM

This Limited Warranty does not extend to damage caused by improper Product installation, improper Product application, improper Product care, cleaning or maintenance, abnormal conditions, abuse, misuse, normal wear and tear, accidents, intentional damage of any kind, improper or unauthorized repairs, or any other acts or defects not related solely to defects in materials or workmanship. Buildings with any prior history of seal failure or thermal glass breakage are not eligible for glass breakage or seal failure coverage. Further, in the event of multiple failures on one or more filmed windows, XPEL reserves the right to remove all XPEL window film and reimburse the customer only the amount of the original film installation.

### GENERAL PROVISIONS

This Limited Warranty is offered only to the original purchaser at the time of Product installation. This Limited Warranty may not be transferred, sold or assigned. Rental units are considered commercial properties. This Limited Warranty terminates automatically upon any sale, conveyance or change in tenancy of any property. For valid warranty claims, XPEL will have an authorized XPEL installer of its choice remove and reapply the Product to areas determined by XPEL in its sole discretion to be covered by this Limited Warranty, and XPEL will cover parts and labor. The replacement of the defective film, including parts and labor, is the exclusive remedy for all Products covered under this Limited Warranty. Payment for labor charges covered by this Limited Warranty

will be made directly to the authorized XPEL installer and will be calculated by using the coverage allowance published by XPEL.

### WARRANTY DISCLAIMER

There are no warranties which extend beyond the description on the face hereof, nor are there warranties of fitness for a particular purpose or merchantability applicable to the products. This manufacturer’s warranty does not cover custom products, improper or poor installation of the products which include but is not limited to, squeegeeing, trimming and measuring. In no event shall the manufacturer be liable or responsible for any loss or damage including, without limitation, direct, indirect or consequential damages, except as expressly set forth herein. This limited warranty is made in lieu of all warranties, expressed or implied, and is void if the product has been subject to abuse, improper installation and/or care. This warranty gives you specific legal rights and you may also have other rights which vary by state or province.

### WARRANTY DISCLAIMER; APPLICATION OF LAW

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, NOR ARE THERE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY APPLICABLE TO THE PRODUCTS. THIS LIMITED WARRANTY DOES NOT COVER CUSTOM PRODUCTS. THIS LIMITED WARRANTY ALSO DOES NOT COVER IMPROPER OR POOR INSTALLATION OF THE PRODUCTS, WHICH INCLUDES BUT IS NOT LIMITED TO SQUEEGEEING, TRIMMING AND MEASURING. TO THE FULLEST EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY DOES NOT EXTEND TO, AND IN NO EVENT SHALL XPEL OR ANY AUTHORIZED XPEL INSTALLER BE LIABLE FOR, ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR OTHER DAMAGE ARISING OUT OF THE INSTALLATION OR USE OF THE PRODUCT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE EXPRESS WARRANTIES AND REMEDIES DESCRIBED ABOVE ARE THE EXCLUSIVE WARRANTIES AND REMEDIES AVAILABLE AND ARE IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, EXPRESS OR IMPLIED. XPEL HEREBY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL XPEL’S LIABILITY EXCEED THE PRICE PAID FOR THE PRODUCT. THIS PROVISION SETS AN UPPER LIMIT TO THE AMOUNT OF DAMAGES, IF ANY, THAT THE OWNER OF THE PRODUCT MAY RECOVER FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

### TO MAKE A WARRANTY CLAIM

This Limited Warranty is the Product owner’s sole and exclusive remedy. To file a warranty claim, you must first submit, within the Limited Warranty period, this warranty card and a copy of your original receipt for the Product identifying coverage areas, along with a detailed description of the purported defect to the authorized XPEL installer who performed the installation of the Product, or in the event you are unable to contact the original authorized XPEL installer, to XPEL at the address below. All warranty claims must include the claimant’s name, phone number, address and the installation address (if different). All warranty claims must be approved by XPEL, and XPEL has the sole authority and discretion to determine the validity of all claims. XPEL reserves the right to deny claims that do not meet the criteria or are otherwise excluded as described above. For more information on this Limited Warranty, call the toll-free telephone number listed below.

XPEL, Inc.  
711 Broadway St., Ste. 320  
San Antonio, Texas 78215

(800) 447-9928  
support@xpel.com

**WARRANTY TERMS & CONDITIONS**

**DISPUTE RESOLUTION**

By installing or using the Product, you agree to use, and shall use, only the dispute resolution procedure provided herein to assert any and all claims, causes of action or demands arising from or related to the Product or this Limited Warranty. First, within the Limited Warranty period, you shall notify XPEL, in writing, of the specific act and/or omission that forms the basis of your claim related to the Product and/or your contention that XPEL has not performed its obligations under this Limited Warranty. XPEL shall have no less than thirty (30) days after receipt of your written notification to review your contention, during which time you are prohibited from taking any further legal action. You must use this procedure as a condition precedent to pursue any other legal action or remedy. The written notice required under this informal dispute resolution process must be made to:

XPEL, Inc.  
711 Broadway St., Ste. 320  
San Antonio, Texas 78215

Second, if your claim or contention is not resolved within thirty (30) days after XPEL's receipt of your written notification above, any and all claims, causes of action or demands arising from or related to the Product or this Limited Warranty will be subject to mandatory, good-faith mediation to take place in San Antonio, Texas, United States of America at a mutually agreeable time, or at such other location to which XPEL, in its sole discretion, agrees in writing. Such mediation must be held within sixty (60) days after the date that you notify XPEL, in writing, of the specific act and/or omission that forms the basis of your claim related to the Product and/or your contention that XPEL has not performed its obligations under this Limited Warranty. Your good faith participation in such mediation is a condition precedent to the initiation or filing of any arbitration or legal proceeding against XPEL. Third, if such mediation is unsuccessful, any and all claims, causes of action or demands arising from or related to the Product or this Limited Warranty will be subject to binding arbitration administered by JAMS. By installing or using the Product, you agree that the exclusive and mandatory venue and location for any arbitration arising from or related to the Product or this Limited Warranty shall be in San Antonio, Texas, United States of America, unless XPEL agrees in writing, at its sole discretion, to conduct such arbitration in another venue or location. You may file suit against XPEL in a court of competent jurisdiction only to enforce an award rendered, if any, in an arbitration conducted pursuant to this Limited Warranty. With the sole exception of your right to enforce an arbitration award as provided herein, by installing or using the Product, you agree to: (1) waive any and all right to assert or maintain litigation against XPEL in any court, tribunal or any foreign or international forum, and (2) waive any and all right to a trial by jury.

**SERIES FILM COMMERCIAL RESIDENTIAL GLASS BREAKAGE SEAL FAILURE\*\***

SERIES	FILM	COMMERCIAL	RESIDENTIAL	GLASS BREAKAGE	SEAL FAILURE
SOLAR SERIES	Clear View Ceramic, Clear View Plus, Clear View Alloy, Daylight, Dark Neutral, Silver and Bronze, All Season	15 Years	Limited Lifetime	5 Years	3 Years
SOLAR SERIES	Evening View and Blend DR	10 Years	Limited Lifetime	5 Year	3 Years
SECURITY	4 mil, 8 mil, 14 mil	10 Years	Limited Lifetime	5 Year	3 Years
SOLAR SECURITY	Clear View Plus 8 mil, Neutral 50 & 35, 8 mil, and Silver 15 mil	10 Years	Limited Lifetime	5 Year	3 Years
EXTERIOR	All Exteriors	5/2 Years*	5/2 Years*	None	None
DECORATIVE	All Decorative	5 Years	5 Years	None	None
ANTI-GRAFFITI	All Anti-Graffiti	3 Years	3 Years	None	None
BLISTER PREVENTION	Blister Prevention	3 Years	3 Years	None	None

\* Exterior films come with a film replacement warranty for 5 years and a labor warranty for 2 years. Scaffolding and other equipment or related costs are excluded.

**SPECIAL RESTRICTIONS ON GLASS BREAKAGE AND SEAL FAILURE WARRANTY**

Many applications of XPEL films are automatically covered for glass breakage in accordance with the above schedule. However, certain darker films and certain types of glass do not qualify for coverage unless written approval has been obtained in advance of installation from XPEL. Certain film and glass combinations require pre-approval, or are excluded. (See Film to Glass Chart for details)

**NOTE: IF GLASS IS REPLACED BY THE CUSTOMER PRIOR TO MAKING A WARRANTY CLAIM FOR GLASS BREAKAGE OR SEAL FAILURE, THIS LIMITED WARRANTY IS VOIDED, UNLESS A DANGEROUS SITUATION EXISTS WHICH REQUIRES IMMEDIATE REPLACEMENT, IN WHICH CASE, THE CUSTOMER MUST TAKE A PHOTOGRAPH(S) THAT CLEARLY DEPICTS THE GLASS BREAKAGE OR SEAL FAILURE PRIOR TO REPLACING THE WINDOW. THE CUSTOMER MUST SUBMIT INFORMATION EVIDENCING THE DANGEROUS SITUATION AND THE REQUIRED PHOTOGRAPH(S) WITH ANY WARRANTY CLAIM.**