



LIMITED WARRANTY

Bullet-resistant glass for automotive use





WARRANTY TERMS AND CONDITIONS

BULLET RESISTANT GLASS FOR AUTOMOTIVE USE

Advanced Glass Products ("AGP"), in accordance with the terms and conditions set out below, **warrants to the purchaser ("Buyer") of the Bullet Resistant Glass (the "Product")**, and to no other person or entity, **that the Product will be free from manufacturing defects for a period of two (2) years from the date of purchase, as shown in the invoice (the "Warranty").**

In the event of a manufacturing defect covered by this Warranty, **the Buyer should follow the claims procedure established by AGP.** If the existence of a manufacturing defect is confirmed, AGP will replace or repair the defective Product (parts) or refund the original purchase price paid by the Buyer. If AGP chooses to replace the defective Product, **it will be shipped and delivered under the commercial conditions previously agreed upon.** The original warranty shall continue to apply to repaired or replaced Products for the remainder of the warranty period.

Limited warranty

Warranty shall not cover:

- A) Product defects or failures resulting from non-compliance with the instructions set out in the 'Armored Glass Care and Handling Manual'.
- B) Product defects such as scratches, marks on the polycarbonate and 'Dura-P', cracks in the polycarbonate, detachment of the polycarbonate or antilacerative, or breakage, caused by improper storage, cleaning and installation, use of sealants, adhesives, reflective/solar films or other materials incompatible with the product and/or handling contrary to the 'Armored Glass Care and Handling Manual' supplied with the product, which the purchaser declares to have accepted and been made aware of.
- C) Scratches, scrapes or streaks, including handling defects, which have occurred after the product has been delivered.
- D) Defects caused by maintenance, repair, inspection or modification of the product by persons or companies not qualified and authorized by AGP.
- E) Cracks in the polycarbonate that occur after 3 months of installation of the glass or by not fault of the manufacturer.
- F) Defects or failures in the performance of the product as a result of exposure to (i) temperatures below 0°C or above 40°C; or (ii) corrosive agents.
- G) Breakage due to causes other than manufacturing and/or evidenced three (3) months after the date of invoice or installation of the product. However, the customer should note that any claim made within the first three months will be reviewed by the Quality Team and will only be granted if the defect is attributable to AGP.
- H) Stains caused by the polishing of the surface of the parts or by any intervention carried out by the customer without the authorization of AGP.
- I) Haze or cloudiness observed after installation of the product. This is a natural effect, typical of armored glass. It does not affect the usability or safety of the glass.
- J) Distortion or loupe effect identified one month after installation of the product. AGP has a tolerable limit of distortion which is limited to 100mm measured over the black band, where the warranty does not apply; and the same applies to the defect commonly known as the loupe effect.

K) Damage or defects in the electrical systems caused by improper connection of the electrical terminals of the glass to the vehicle or improper handling during the installation of the frame.

L) Electrical systems with problems after verification of the system at the customer's facility. AGP will carry out a validation of the electrical systems up to the delivery of the product; after delivery, the responsibility for the quality assurance of the electrical systems does not lie with AGP.

M) Installation, performance and strength of steel frames where these are not part of the components of the AGP product, i.e. the steel frame and glass have not been assembled by AGP.

N) Defects that are within the tolerances set by the quality standard applicable to the product.

O) AGP is not responsible for design defects where the design has been provided by the customer or where such defects are not attributable to AGP. In such cases, any necessary modification or correction shall be the sole responsibility of the customer.

P) Delamination, except where: (i) it is apparent prior to the installation of the Product; or (ii) it affects the visibility for the purpose of driving the vehicle. As a consequence of the above, it is understood that delamination around the edge of the glass will be tolerated as long as the vehicle can be driven and operated normally. Furthermore, delamination around the edge of the product is not considered a manufacturing defect.

The application of the conditions and guidelines set out in the manual "Instructions for the handling and care of armored glass before installation" is essential for the correct functioning of the product.

AGP reserves the right to accept claims for defects that occur after installation of the product, in cases where these do not affect visibility or functionality. AGP shall not be liable for any costs related to the removal of the defective product or the installation of the replacement product, including, but not limited to, labor, replacement of technicians and/or removal of the product, consumables or raw materials, loss of profit, loss of trade name, loss of business, etc. In any case, the maximum amount of AGP's liability shall be equal to the total price paid by the buyer for the products. In addition, (i) AGP shall not be liable for failures occurring under conditions other than those foreseen by the ballistic standard; (ii) AGP does not guarantee the performance of the product in the event that the buyer has requested it to be manufactured to a special specification and/or in accordance with requirements not contemplated in the international ballistic certifications obtained by AGP; (iii) AGP shall not be liable for the performance of the product after the time specified in this guarantee has expired.

AGP guarantees that the raw materials used in its products meet high quality standards and are periodically tested for ballistic performance in accordance with international standards; however, AGP shall not be liable for the consequences of failures caused by the manufacturing process of such raw materials.

In order to meet operational requirements and the availability of raw materials, AGP reserves the right to discontinue and modify the composition of the product without prior notice to the purchaser and/or the party claiming the product warranty.

This warranty is void if the product is modified without the express written consent of AGP.

Other conditions

AGP has subjected the product to impact and ballistic resistance tests in accordance with standards established by recognized international organizations, which leads AGP to declare that the product constitutes an important safety element. However, AGP does not accept any liability towards the purchaser and/or third parties for the lack of ballistic performance of the product or for the material and/or personal consequences of the actions of third parties, nature or chance.

The design and configuration of the protection system, the assembly and installation of the glass and the manufacture and fitting of the opaque armor are the responsibility of the purchaser (or whoever is responsible for the armoring of the vehicle on his behalf). AGP shall not be responsible to the buyer and/or any third party for these issues. The buyer shall carry out its own tests to determine the suitability and fitness of the product for the particular use intended and, in particular, the level of risk to which the end user will be exposed.

The buyer shall provide the end user with instructions for the use of the product based on the "Armored Glass Care and Handling Instructions" and any updates developed by AGP. The buyer shall be responsible for informing the end user of (i) the limitations of the ballistic resistance of the product in terms of size, shape and perforation; (ii) the care to be taken for the proper performance of the product; and (iii) the content and scope of this warranty. In the event of resale of the product, whether processed or not, the buyer's liability for damages to its own customers shall be limited to the value of such products. Despite the best manufacturing standards, the protection of the product may be affected by the nature of the raw materials or ammunition used and/or by the variability of the manufacturing process.

The buyer agrees that AGP shall at no time be liable for any claims by third parties for possible patent infringements. The buyer therefore waives the right to claim any warranty or damages, compensation of any kind whatsoever or recourse against AGP in the event of any injury or damage caused by or as a result of a patent infringement claim against the buyer.

This warranty supersedes any other oral or written warranties, liabilities or obligations previously held by AGP. AGP shall not be held liable for any implied warranties of merchantability or fitness for a particular purpose, or for consequential, indirect or incidental damages of any kind, including, but not limited to, consequential or lost profits, loss of business opportunity, damage to reputation, or any damage to vehicles, their contents or any person in them. Any alteration to the terms and conditions of this warranty must be in writing and signed by a member of the AGP Corporate Ballistics Committee.

How to file a claim?

For a claim to be valid, the respective product must have been paid for in full. Claims must be submitted directly by the individual listed on the invoice as the buyer.

The customer is required to submit images that show the traceability of the claimed part, images of the reported defect from both the internal and external view of the part, and an image of the complete part, selecting the location of the defect in question.

AGP may (i) request that the buyer provide a sample of the defective product for analysis, or (ii) designate an officer to visit the buyer's premises to determine the cause of the damage to the product, or (iii) request additional images or information regarding the defect. In the event of replacement, AGP, at its sole discretion, shall determine the fate of the product to be replaced and may request the buyer to ship the product or require the buyer to complete a destruction report. In either case, the buyer shall not be permitted to dispose of the product to be replaced.

Any claim seeking to enforce this warranty must be subject to the terms and conditions set out herein; otherwise, AGP may, at its sole discretion, grant or discontinue this warranty.





About AGP

For over 55 years, AGP Group has been a pioneer in the production of high-tech laminated, tempered and bullet-resistant glass designed to provide the greatest protection and durability, earning the trust of over 1,000 clients around the world, including OEMs in the automotive, military vehicles and military shipbuilding industries.

Contact us:

For more information,
please contact your nearest authorized AGP distributor