

## **PRODUCT WARRANTY POLICY & CLAIM PROCEDURE**

### **Quality Claim Policy & Procedure**

1. All products are produced to Midas Export USA Corp. ("MEU") internal specifications and standards.
2. All Product quality claims must be made in writing within 6 months of MEU invoice date.
3. All Product quality claims must include the following information to be processed.
  - a) Purchase Order or Invoice Number
  - b) Quantity of material (in square feet)
  - c) MEU Product Description and MEU Roll Number
  - d) Description of defect; reason for quality rejection and return.
  - e) Representative sample(s) of the quality defect(s).
4. Upon receipt of the required claim information and defective film samples, MEU will evaluate the claim and respond in writing within 3 weeks.
5. If material is determined to be defective per MEU specifications and standards, a credit memo towards future customer purchases will be immediately issued. MEU reserves the right to require the customer to return the defective film in order to receive credit. MEU will be the sole authority to determine the validity of the claim and whether the material conforms to specifications and standards.
6. Credits will be limited to the U.S. Dollar amount (based on MEU sales price) of material returned only. No credits will be given to cover the cost of freight, import duties, taxes, or other costs customers may incur associated with defective material. Credit will be given on master rolls (i.e., rolls in excess of 1,000 lineal feet) for any defective material in excess of 150 lineal feet.
7. A list of MEU general product specifications may be obtained upon request. Many of our specifications, standards and quality testing procedures are proprietary and confidential of our original manufacturer. Customers may be required to sign a Non-Disclosure Agreement to have access to proprietary information.

### **Warranty Disclaimer**

MEU hereby disclaims liability for any incidental, special, consequential or punitive damages arising from any product defect covered by the above limited warranty. Except during the applicable limited warranty period set forth above, MEU hereby excludes and disclaims any and all other expressed or implied warranties, including the warranties of merchantability and fitness for a particular purpose. No independent party, including a Midas Window Film's dealer or distributor, has any authority or power to modify or extend the limited warranty of MEU.

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