

# Terms and Conditions

*Effective January 1, 2023*

## **Introduction**

Welcome to Top Tint of Bluffton, LLC, hereafter referred to as "Top Tint of Bluffton." These Terms and Conditions establish the guidelines and rules for the use of our window tinting services and other automotive services.

## **Service Description**

Top Tint of Bluffton specializes in automotive window tinting. We may also offer additional services such as residential and commercial application(s) which are subject to availability and additional terms.

## **Customer Obligations**

Customers must ensure their vehicle's window tint meets all local and state regulations. Top Tint of Bluffton will not be held liable for any legal issues that arise due to any tint infraction. The customer must agree to fully accept all liability/consequences associated with window tint that will register below their respective states window tint limit or film affixed to any window that may be deemed illegal by customer's registered state. Top Tint of Bluffton will not issue any refunds or perform additional services, without compensation, such as film removal because of a warning/citation/court summons. Accurate and complete vehicle information must be provided for an accurate quote. Customers are responsible for securing personal belongings prior to service. Children's seats must be removed by customer. In the event a staff member/tech removes a child seat it **WILL NOT BE SECURED** when returned to the vehicle after service is complete. To maintain our strict schedule and ensure timely service for all clients, Top Tint of Bluffton reserves the right to reschedule any appointment in which the client is more than 15 minutes late.

## **Industry Standards for Window Tint Installation**

Top Tint of Bluffton adheres to the highest industry standards for window tint installation as established by the International Window Film Association (IWFA). According to these standards:

- **Visual Quality:** Post-installation, the appearance of window film will differ from that of untreated glass. The film may exhibit minor imperfections, such as small particles, slight water haze, or minor streaks, which are considered acceptable within the industry standards.
- **Curing Phase:** The film installation undergoes a curing phase where excess moisture between the tint and the window evaporates. This process can take up to 30 days for thinner films and up to 60 days for thicker films. During this time, temporary visual effects like water bubbles or haziness are normal and should not be considered defects.
- **Inspection Protocol:** The IWFA advises that the best assessment of the window film installation is done at least 30 days after installation and from a distance of at least six feet. This ensures a proper evaluation of the film's adherence and overall appearance.
- **Inclusions and Gaps:** Minor inclusions like dirt or debris that do not obstruct visibility from a distance of six feet are within the acceptable standards. Similarly, slight gaps between the window film and frame, especially with darker tints, are normal due to the technical limitations of film application.
- **Durability and Effectiveness:** Despite these visual imperfections, the window film will function effectively, providing benefits like UV protection, glare reduction, and heat control as intended.

We, at Top Tint of Bluffton, commit to these standards to ensure a balance between quality installation and the realistic outcomes of window film application. While striving for perfection, we acknowledge the technical nuances of the installation process and aim to manage customer expectations accordingly.

#### **Electrical Damage During Installation**

Top Tint of Bluffton is committed to providing exceptional service while taking utmost care of your vehicle during the window tinting installation process. However, customers should be aware of the inherent risks involved.

- **Acknowledgement of Risks:** Although rare, there is a potential risk of electrical damage during the window tinting installation process. This can include, but is not limited to, damage to wiring, electronic components, and the vehicle's computer system.
- **Safety Measures and Precautions:** Our technicians are highly trained and use state-of-the-art tools and techniques designed to minimize any risk of electrical damage. We follow stringent procedures to ensure the protection of your vehicle's electrical systems during the installation process.
- **Limitation of Liability:** Despite our best efforts and adherence to safety protocols, the possibility of unforeseen electrical damage cannot be completely eliminated. By agreeing to our services, customers acknowledge and accept this risk. Therefore, Top Tint of Bluffton shall not be held liable for any electrical damage that may occur during the installation of window tint.
- **Informed Consent:** Customers must understand and agree to these terms, acknowledging the inherent risks involved in the installation process. This consent indicates their understanding that Top Tint of Bluffton is not responsible for any electrical damages that may inadvertently occur during the service.

#### **Imperfection and Debris Notification Clause**

Top Tint of Bluffton commits to delivering high-quality window tinting services. However, in the event of any imperfections or debris under the film, it is the responsibility of the client to notify Top Tint of Bluffton within 60 days from the date of service completion. Reports of imperfections or debris made after this 60-day period may not be eligible for corrective service under our standard service guarantee. We encourage our clients to inspect the tinting work promptly after service completion and communicate any concerns within the specified timeframe.

#### **Payment and Fees**

Payment is due upon completion of services. Top Tint of Bluffton accepts all major credit and debit cards as well as cash. We do not accept personal checks, and payment plans are not available. Full payment must be made at the time of service. In accordance with South Carolina law, SECTION 29-15-10, in the event of non-payment, we reserve the right to retain possession of the vehicle. This right allows us to hold the license tag of the vehicle until all service/repair costs are paid. If the vehicle is not reclaimed after proper notice and within the legal timeframe, it may be declared abandoned and subject to sale at public auction to recover the costs owed. Customers are advised that vehicle retention is a last resort, and all efforts will be made to resolve payment issues amicably before proceeding to this step. We strongly encourage customers to contact us promptly in case of payment difficulties to find a suitable solution. Please be advised that all services rendered and sales made at Top Tint of Bluffton are final. Once a service has been completed and the corresponding payment has been processed, there will be no refunds, exchanges, or returns. This policy is in place to acknowledge the customization and labor-intensive nature of our window tinting and related services. We encourage our customers to carefully consider their options and ask any questions they may have before committing to a service. Our team is always available to provide guidance and clarification to help you make an informed decision.

### **Deposit and Missed Appointments**

For all window tint appointments, Top Tint of Bluffton requires a non-refundable deposit of \$50.00. This deposit is an essential part of securing your appointment with us. For larger projects or those requiring extensive work, a larger deposit may be necessary, reflecting the scope and scale of the services to be provided.

- **Deposit Application:** The deposit will be applied to the total cost of your service upon completion.
- **Rescheduling Policy:** If you are unable to make your scheduled appointment, we ask that you inform us as soon as possible. In such cases, your initial deposit will remain on file and be applied to your rescheduled appointment. This ensures that no additional deposit is necessary.
- **No-Show Policy:** In the event that a customer fails to show up for their scheduled appointment without any prior communication, the service will be considered forfeited. To schedule a new appointment after a no-show, the full service fee must be paid in advance. This policy is in place to ensure that we can effectively manage our scheduling and provide the best service to all our customers. We appreciate your understanding and cooperation.

### **Service Guarantee and Liability**

Our services are guaranteed against defects in materials and workmanship for a specified period. This warranty excludes damages from accidents, misuse, or unauthorized modifications. Liability for service-related claims is limited to the cost of the service.

### **Privacy and Data Protection**

Customer privacy is paramount. We adhere to strict data protection regulations. Top Tint Bluffton will never keep personal or payment information on file.

### **Dispute Resolution**

Any dispute or claims arising from or relating to the services provided by Top Tint of Bluffton shall be resolved exclusively through final and binding arbitration, rather than in court. By accepting these Terms and Conditions, you waive the right to litigate in court and agree to settle any disputes through arbitration. This includes any claims, disputes, or controversies of any nature whatsoever, whether in contract, tort, or otherwise.

### **Termination of Services**

We reserve the right to refuse service or terminate ongoing services under specified circumstances, such as non-compliance with these terms, unsafe conditions, or non-payment.

### **Additional Services**

Top Tint of Bluffton may offer additional services beyond standard window tinting, such as vehicle detailing, special coatings, and other automotive care services. These additional services are subject to their own specific terms and agreements, which will be provided at the time of service inquiry or booking. Clients are required to agree to these specific terms before the commencement of any additional services.

### **Promotions and Discounts**

Top Tint of Bluffton appreciates the service of our military and first responders. As a token of our gratitude, we offer a 5% discount to all military personnel and first responders. This discount is available upon presentation of valid identification. In addition to this standing discount, we may from time to time offer other promotions and discounts. However, please note that promotions and discounts cannot be combined. Only one discount or promotion can be applied per service. All discounts, other than our military and first responder discount, are subject to approval by Top Tint of Bluffton management. We reserve the right to modify, cancel, or limit any promotion or discount without prior notice.

### **Restricted Access to Service Bay**

For the safety of our customers and to ensure the efficiency and quality of our work, Top Tint of Bluffton maintains a strict policy restricting customer access to the service bay area. Customers are not permitted to enter the service bay at any time. This policy is in place to ensure the safety of both our customers and staff, as well as to comply with insurance and occupational safety regulations. We provide designated waiting areas for customers, where

they can relax while their vehicle is being serviced. If a customer enters the service bay area unsolicited, they do so entirely at their own risk. Top Tint of Bluffton shall not be held liable for any incidents, injuries, or expenses, medical or otherwise, that may occur as a result of such unauthorized entry. Customers are urged to respect this policy for their own safety and the smooth operation of our service areas. We appreciate your understanding and cooperation in adhering to this policy. Any inquiries or requests regarding your vehicle can be addressed by our staff, who will be happy to assist you.

#### **Right to Refuse Service Due to Health Risks**

Top Tint of Bluffton prioritizes the health and safety of our installation technicians and staff. Therefore, we reserve the right to refuse service for any vehicle that poses a potential health risk. This includes, but is not limited to, vehicles that are excessively dirty, contain hazardous materials, or show evidence of infestation by pests.

- **Assessment of Risk:** The determination of a health risk is at the sole discretion of our installation technicians. If a vehicle is deemed to pose a health risk, our technician will provide an explanation to the customer regarding the refusal of service.
- **Recommendations for Remediation:** In such cases, we will suggest necessary actions to be taken by the customer to mitigate the health risk before service can be provided.
- **Commitment to Safety:** This policy is in place to maintain a safe and healthy working environment for our staff and to ensure the quality of our service. We appreciate our customers' understanding and cooperation in this matter.

#### **Indemnification**

The client agrees to indemnify and hold harmless Top Tint of Bluffton, its employees, agents, and subcontractors, from and against all liabilities, claims, damages, losses, and expenses, including legal fees, arising out of or in connection with the services provided under these Terms and Conditions. This indemnification will apply unless such liabilities, claims, damages, losses, or expenses are due to the gross negligence or willful misconduct of Top Tint of Bluffton. This clause shall survive the termination or expiration of the service agreement.

#### **Intellectual Property**

Any branding, content, or intellectual property associated with our services cannot be used without explicit permission.

#### **Force Majeure**

Neither party shall be liable for any failure to perform due to unforeseen circumstances beyond their reasonable control.

#### **Amendments**

We reserve the right to modify these Terms and Conditions at anytime. Clients who are affected by any modifications to made will be notified of through specified channels.

#### **Contact Information**

Top Tint of Bluffton  
1208 Fording Island Road STE A  
Bluffton, South Carolina 29910  
843-706-2552

#### **Acceptance of Terms**

By utilizing the services of Top Tint of Bluffton, you acknowledge and agree to our Terms and Conditions. Your service engagement constitutes acceptance of these terms, including all outlined policies and liabilities. We encourage you to fully understand these terms and seek clarifications if needed before proceeding.