

# Solara Adjustable Patio Cover Manufacturer's Warranty

We are glad that you have purchased one of Solara's smart shading systems, and we are confident that you will enjoy it for many years.

Solara provides you with this limited material warranty Subject to the limitations, exclusions and conditions set forth below;

Solara's aluminum smart shading system is warranted to be free from defects in material and to be operating properly under conditions of normal wear, subject to the periods and conditions written in this warranty:

**Limited Life time warranty** – the posts, support beams and perforated beams that are supplied by Solara, are warranted for life time.

**10** years limited warranty – the louvers are warranted for ten (10) years from the date of completed installation against a defect that would affect their intended performance as an effective shading system. You must keep the louver trough clean from dirt such as leaves, small rocks, branches, etc (by using a small groom or cloth) or the warranty could be voided.

**5 years limited warranty** – the manual opening system, pins, brackets, flashing, rods, springs and fiberglass components are warranted for five (5) years from the date of completed installation, subject to operating the manual opening system to full opening at least twice a month.

**2** years limited warranty – the motor, battery and electric control are warranted for two (2) years from the date of completed installation, subject to the wires being hidden and to the electric control being installed under solid roof, in accordance with the relevant codes, and protected from water and other weather conditions, and subject to operating the motorized opening system to full opening at least twice a month.

This warranty only applies to manufacturing defects in the product, and provided subject to the system being properly installed by a Solara authorized dealer, following Solara engineering package and the local building codes/requirements and subject to the system components and/or accessories having not been repaired or altered.

The owner of the product must follow the care and cleaning instructions that are mentioned in this warranty or the warranty may be voided.

This warranty starts on the date the installation of the product is completed on the original retail purchaser's property. The warranty is offered only to the original retail purchaser and is not transferable. Steel products are not warranted against rust. This warranty covers residential uses only, and does not cover products used or installed in commercial applications.

This limited warranty only applies to products erected within the continental United States and Canada.

In order to have this warranty valid or enforceable you will have to register it with Solara within thirty (30) days after completion of the original installation of the product on the registration form attached hereto along with a copy of the purchase invoice.

### Warranty claims procedures

Any claim under this warranty must be in writing and received at Solara Adjustable Patio Cover, LLC at 2328 E Van Buren St. # 125, Phoenix, AZ 85006 within thirty (30) days of discovering a claimed defect. This written notification must include a detailed description of the defect, the date of installation, the address of the installed product, the name and the address of the installer and a copy of the invoice for the defective Product. Warranty claim forms can be printed from the company website (http://patiocover.us).

SOLARA shall have the right to inspect each claim. Therefore, avoid any repairs prior to Solara's inspection. Any repairs or alternations to the product prior to Solara's inspection may void the warranty.

If after the inspection Solara determines that the defect is covered by the warranty, Solara shall have one hundred twenty (120) days to remedy the defect as follows:

- 1. Solara, at its own option, shall repair, replace or refund the defect product. However, Solara shall not be liable for any packing, shipping, labor, and removal or installation costs to remedy the defective product.
- 2. For valid warranty claims from the sixteenth year (16) through the life of the warranty, Solara will not repair or replace the product, but will refund to you 50% of the original wholesale cost of the defective item.

The purchaser must pay all applicable service charges and taxes. Defective Products accepted for warranty compensation become the property of the Seller.

Solara reserves the right to discontinue and make changes in its products. In the event of a product covered by this warranty is not available, Solara shall have the right to substitute products that in Solara's discretion are of a comparable grade, quality or price.

## **Exclusions**

This warranty does not cover installation, the qualification of the person installing the product, or any consequences of improper installation. This warranty does not cover damage due to normal weathering, fading, chalking, dirt from birds or other animals' feces, black streaking, water leakage, corrosion, chemical fumes, salt, fire, lightning, wind storms, tornadoes, hurricanes, explosion, damage due to aggressive environmental conditions, vandalism, accident negligence, misuses, improper care or any act of god beyond the control of Solara.

#### **Remedies Exclusive**

Repair or replacement or refund of defective Product in accordance with the Limited warranty above shall be the purchaser's exclusive remedy for and shall constitute satisfaction of any and all liabilities of the Solara with respect to any defect in any product whether based in warranty, contract, tort, negligence, strict liability or otherwise.

## **Disclaimers and Limitations**

The express warranties set forth above are exclusive and in lieu of all other warranties, conditions and terms as to quality or fitness of all Products supplied by the Seller to the Buyer, whether written, oral or implied, statutory or otherwise, including without limitation, any warranties or conditions of merchantability or fitness for a particular purpose, and all such other warranties, conditions and terms are hereby disclaimed and excluded by the Seller. In no event shall the Seller be liable for any loss of actual or anticipated profits, loss of anticipated business, cost of substitute products, loss of use or downtime costs or delay claims (whether direct or indirect) nor for any other special, indirect, incidental or consequential damages arising out of or relating to this Warranty or the supply of Products to the Buyer, whether based in warranty, contract, tort, negligence, strict liability or otherwise. No employee or representative of the Seller has the authority to make any representation, promise or agreement which in any way varies from the terms and conditions of this Warranty.

## **Applicable Law**

The Warranty shall be governed by the laws of the State of Arizona (excluding Arizona law with respect to conflicts of law).

Solara Adjustable Patio Cover