

SHADERIGHT™ FIXED CANOPY LIMITED WARRANTY

Subject to the conditions and limitations listed herein, Home & Leisure, Inc. (hereinafter "HLI") warrants its ShadeRight™ Fixed Canopy to be free from defective in workmanship and materials and when subject to normal and proper use:

- The change of yellowing index established in accordance to ASTM D 1925 standard should be less than 10 delta after 10 years, in relation to the original value. Light transmission established by the EN 410 ed. 04/98 standard, will not be inferior to 6% after 10 years in comparison to the original value. The 10 year warranty refers to the following properties:
- No breakage from the direct effects of weather conditions and hail impact. In this warranty the term "impact" refers to a hail simulation test that shall be done on a sample of damaged product, during which no breakages occur with the impact of 20 mm diameter polyamide spheres with a velocity of 21 m/s.
- This warranty extends only to the original purchaser. This warranty does not cover the cost of installing any product, the cost of removing or disposing of any product, or the cost of installing any replacement product furnished under the terms of the warranty.

The warranty is available for the PoliCarb® sheets and the Arcoplus modular panels installed with the U.V. protected side correctly exposed to the sun light. On the sheets and the panel's surfaces there must be no scratches or abrasions.

The coverage of this warranty covers products used on residential property where the owner resides as well as products installed on property that is not residential property where the owner resides, including but not limited to schools, condominiums, apartment buildings, and rental property – or on property owned by other owners including but not limited to corporations, government agencies, partnerships, trusts, religious organizations, and cooperatives.

Exclusions

HLI shall not be liable for and this warranty does not apply to any failure, defect, or damage resulting from or connected with the following:

- Installation or handling of products after they leave our facility, including any lack of performance or improper performance in any way by the contractor or other installer
- Abnormal use of the products
- The application of heat or radiation from an external source such as a barbecue grill, another appliance, fire, or reflection from windows or doors
- Any lack of compatibility between our products and any other product not manufactured by us that causes damage to or failure of our products
- Labor, transportation, or installation costs
- Color or pattern variance between any new replacement section or piece and other sections or pieces. (We reserve the right to discontinue or modify any product line or color without notifying the original purchaser. If the original product is not available, we retain the right to choose to provide replacement material of equal value or quality.)
- Damage caused by, among other things, weathering, oxidation, old, mildew, settling of the building, failure of the structure (including foundations and walls), use of incompatible accessories, fire, flood, lightning, ice, wind-borne objects, earthquake, hurricane, sun, cyclone, gale, tornado, weather of a catastrophic nature, acts of God, intentional acts, unreasonable use, misuse, physical abuse, vandalism, riot, insurrection or civil disorder, accidents, or corrosive atmospheres (such as those contaminated by acid rain, harmful chemicals, or vapors)
- Color change due to weathering that is even and equal when exposed to the same or similar sunlight and other environmental conditions is excluded from the warranty because weathering will cause any colored surface to gradually lighten, darken, chalk, or accumulate dirt or stains (the severity of these conditions depends on air quality, the geographic location of the property, and other local conditions over which HLI has no control)
- Other defects not caused by HLI
- Ordinary wear and tear

A cause for warranty exceptions would be for not following one or more of the following recommendations and instructions:

- The ArcoPlus® panels and the PoliCarb® sheets have to be stored and are protected by U.V. radiation and rain before use
- The ArcoPlus® panels and the PoliCarb® sheets must not use gaskets and/or clamps unsuitable for the product
- The ArcoPlus® panels and the PoliCarb® sheets can not be thermoformed, curved by heating or modified by tools or techniques which could compromise their characteristics or cause flaws.
- The ArcoPlus® panels and the PoliCarb® sheets can not be sealed or cleaned with unsuitable substances.
- The modular panels ArcoPlus® and the PoliCarb® sheets have to be curved per the technical instructions of Gallina USA

Warning

HLI AND ITS EMPLOYEES ARE NOT QUALIFIED TO APPROVE, RECOMMEND, OR ADVISE AS TO THE SUITABILITY OF HLI PRODUCTS FOR ALL POSSIBLE USES OR APPLICATIONS. THE LOCAL BUILDING CODE AUTHORITY OR FIRE MARSHAL'S OFFICE SHOULD BE CONSULTED ON THE SAFETY AND SUITABILITY OF ANY HLI PRODUCT FOR A PROPOSED USE.

Claims and Remedies

A claim under this warranty must be reported in writing, with proof of purchase, to Home & Leisure, Inc., 3300 Dill Smith Drive, Fredericksburg, VA 22408, within thirty (30) days of the date that the defect is first discovered or reasonably could be discovered. HLI will then have a reasonable time to inspect or, at HLI's option, to have the product shipped at the owner's expense, prepaid, to HLI for examination of the alleged defect. HLI shall be the sole judge of whether the product is defective and whether the defect is due to manufacturing. If, after its inspection, HLI determines the claim is in accordance with the terms of this Limited Warranty, then HLI will, at its option, replace the defective section or part or provide a refund according to the following schedules:

All owners and uses

(limited to original owner)

- 0 to 5 years, full purchase price of products.
- 6th year, 75% of purchase price of products.
- 7th year, 60% of purchase price of products.
- 8th year, 45% of purchase price of products.
- 9th year, 30% of purchase price of products.
- 10th year, 15% of purchase price of products.

THE FOREGOING EXPRESS WARRANTY EXCLUDES ALL OTHER EXPRESS WARRANTIES. ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, IS LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTY CONTAINED IN THIS WARRANTY DOCUMENT, UNLESS A SHORTER PERIOD IS PERMITTED BY LAW. IN NO EVENT WILL HLI BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF BREACH OF THIS WARRANTY OR THE PURCHASE, INSTALLATION, OWNERSHIP, OR USE OF HLI BUILDING PRODUCTS. YOUR EXCLUSIVE REMEDY AND HLI'S EXCLUSIVE LIABILITY FOR ANY BREACH OF WARRANTY IS LIMITED TO WHAT APPEARS IN THIS DOCUMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS, AND YOU MAY HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE.

This warranty shall only be applicable & enforceable in the United States of America and Canada.

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FABRICATION

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