



602 N. 24th Street  
Phoenix, AZ 85008

Phone: (602) 388-8429 Fax: (602) 388-8431

<http://www.patiocover.us>

## Limited Warranty

**Congratulations on your purchase of a Solara Smart Shading System. We are confident that you will enjoy it for many years.**

The Solara Smart Shading System (the "System") is designed to be free from defects in material and to operate properly under conditions of normal wear, subject to the terms and conditions on this warranty. SOLARA ADJUSTABLE PATIO COVER LLC ("Solara") is pleased to provide you with the following warranties:

**Life time limited 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 a period of ten (10) years from the date of completed installation of the System against defects that affect their operation. Please note that this warranty may be voided if you fail to keep the Louvre troughs clean from dirt and debris (leaves, rocks, branches, etc.).

**5 years limited warranty** – the manual opening system, pins, brackets, flashing, shafts, springs and fiberglass components are warranted for five (5) years from the date of completed installation of the System. This warranty may be voided if you fail to operate the manual opening system to full opening at least twice a month.

**5 years limited warranty** – the motor, mother board, transformer and remote control are warranted for five (5) years from the date of completed installation. This warranty is subject to the wires being protected and the electric control being installed under solid roof, in accordance with the relevant codes, and protected from water and other weather conditions, and is further subject to you operating the motorized opening system to full opening at least twice a month.

**These warranties apply only to manufacturing defects in the System**, and are conditioned upon the System being properly installed by a Solara authorized dealer, following Solara engineering package and your local building code requirements, and is further subject to the System components and/or accessories not being repaired or altered without Solara's authorization.

### Limitations

Do not hang any objects from the System, such as, but not limited to: fans, hammocks, light fixtures, flowerpots, etc.

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

This warranties start on the date the installation of the System 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. These warranties apply only for Solara standard colors product. These warranties apply only to residential and commercial installations. These warranties apply only to installations within the continental United States and Canada.

In order to validate the warranty, you must register it with Solara within thirty (30) days after completion of the original installation of the System on the registration form attached hereto, along with a copy of the purchase invoice. By registering the purchase, you are agreeing to the terms and conditions set forth herein.



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## Warranty claims procedures

Any warranty claim under this limited warranty must be in writing and received at Solara Adjustable Patio Cover LLC at 602 N 24<sup>th</sup> Street Phoenix, AZ 85008 within thirty (30) days after the discovery of 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 System.

SOLARA shall have the right to inspect each claim. Therefore, avoid any repairs prior to Solara's inspection. Any repairs or alternations to the System prior to Solara's inspection will 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 defective part. 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 arising after the tenth (10<sup>th</sup>) year following installation of the System, Solara will refund to you 50% of the original wholesale cost of the defective item or repair or replace the item, at its sole discretion.

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

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

## Exclusions

The warranties do not cover the installation, the qualification of the person installing the product, or any consequences of improper installation. The warranties do not cover damage due to normal weathering, fading, chalking, dirt from birds or other animals' feces, black streaking, water leaking, corrosion, chemical fumes, salt, fire, lightning, wind storms, hail, tornadoes, hurricanes, explosion, damage due to abnormal environmental conditions, vandalism, accident, negligence, misuses, improper care, willful misconduct or any act of nature beyond the control of Solara.

## Exclusive Remedy

Repair or replacement or refund of defective item in accordance with the warranties 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 item.

## Disclaimers and Limitations

The warranties set forth above are exclusive and in lieu of all other warranties, conditions and terms as to quality or fitness of the System supplied by 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 Solara. In no event shall Solara 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 these warranties or the supply of parts to the Buyer. 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.



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**Applicable Law:** These warranties shall be subject to, and governed by, the laws of the State of Arizona applicable to contracts made and to be performed in the State of Arizona, regardless of where the System is in fact purchased or installed.

**Severability:** If any provision of this warranty shall be adjudged by a court of competent jurisdiction to be void or unenforceable, the same shall in no way affect any other provision of this warranty or the validity or enforceability of this warranty.

**Jurisdiction:** Any legal suit, action or proceeding against Solara arising out of or relating to these warranties shall be instituted in a federal or state court in Maricopa County, Arizona, and both Solara and you irrevocably submit to the jurisdiction of any such court in any suit, action or proceeding.