



Conservatories, Greenhouses, Skylights, Sunrooms & More

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#### GLAZED STRUCTURE WARRANTY

The Company's structures are warranted to the original buyer to be free from significant defects in material and/or workmanship under normal use as follows: all extruded aluminum parts have a fifteen (15) year prorated limited warranty; all operable hardware has a two (2) year prorated limited warranty; all curved and flat glass with a stainless steel spacer, is warranted by the original manufacturer, **BUT NOT BY THE COMPANY**, to be free from defects in glass, under normal use without exposure to excessive humidity or chemical filled environments, for a period defined according to the following size categories:

- Standard - under 40 square feet – warranted up to 15 years prorated,
- 40 square feet to 50 square feet – warranted up to 10 years prorated,
- 50 square feet to 60 square feet – warranted up to 5 years prorated,
- Greater than 60 square feet – NOT WARRANTED,

or, as otherwise provided in or limited by the Glass manufacturer's limited warrant. **Certain suppliers may differ in terms of the length of the warranty. The warranty information will be provided at the time of purchase.**

All standard (under forty (40) square feet) curved or flat glass with an aluminum spacer or non-stainless steel spacer, is warranted by the original manufacturer, **BUT NOT BY THE COMPANY**, to be free from defects in glass, under normal use without exposure to excessive humidity or chemical filled environments, for up to five (5) years prorated or as otherwise provided in or limited by the Glass manufacturer's limited warranty. All curved or flat glass with an aluminum spacer, or non-stainless steel spacer, over forty (40) square feet will not be warranted unless specifically noted differently in the proposal.

The Company's aluminum acrylic/baked enamel finish has a ten (10) year prorated limited warranty against finish peeling, cracking, and bubbling under normal use by the original extruder and/or applicator. All other finishes are warranted, including anodized and fluropolymers, as provided by the applicator or manufacturer.

All wood/glue laminates and veneers require additional regular maintenance and care by the owner, which may include staining or painting, as required. This varies depending on location of the system, exposure to the sun, and other environmental factors. The wood and glue laminates in our aluminum exterior, wood interior rooms are warranted to be free from significant defects for five (5) years, providing they are not exposed to high moisture including excessive humidity or chemical filled environments, and proper maintenance and care has been performed. Veneers are warranted five (5) years prorated, providing normal care has been exercised and the above guidelines are utilized.

The Company requires completed project photos and completed end user information (warranty certification card) within sixty (60) days of job closeout to ensure that the project is installed properly and to validate the warranty. The Company reserves the right to request additional detailed photos of specific details to verify installation completeness. The Company also reserves the right to utilize these photos for marketing and training purposes. Please be advised that the Company's receipt and acceptance of the photos does not constitute its inspection of the installation or its confirmation of the quality of the installation. At the time a defect occurs, the Company has the right to determine if the unit was installed according to the installation drawings and the installation manual. Failure to follow all guides and validate the warranty as required will void any warranty by the Company and/ or its vendors.

This limited warranty does not include protection against breakage of glass or other glazing material, regardless of the cause. All materials not manufactured by the Company are limited to the warranty provided by the manufacturers. **THIS LIMITATION SUPERSEDES AND RESTRICTS ANY WARRANTY PROVIDED BY THE COMPANY.** The Company does not warrant any installation labor provided by others. Additionally, the Company does not warrant that the materials subject to this warranty are fit for any particular purpose.

This limited warranty does not cover damages or defects resulting from misuse, accident, alteration, negligence or lack of reasonable and proper maintenance, nor does it cover delays or construction costs due to damaged delivery, nor does it cover loss of time, inconvenience or loss of the use of the product or any parts thereof.

It does not cover installation of the product or damage caused by the products performance, nor does it cover other incidental or consequential damages. However, some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply.

The obligations of the Company under this limited warranty are limited to the repair or replacement, at the Company's option, of defective parts of its product. This limited warranty is conditioned on the following and shall only apply if the following conditions are fully met: (a) the products must have been installed and the structure constructed either by the company or by a fully qualified installation professional strictly in accordance with the plans, drawings, specifications and instructions of the company; (b) the original Buyer must notify the Company of the claimed defect within the warranty period and receive written acknowledgement of the claim (except that when purchased through an individual, dealer, or distributor, all warranty claims should be submitted through that person) (Exception: the warranty will be transferable one time from original buyer to a third party of its choosing. The Company must be notified in writing within 30 days of the transfer of property for the warranty to remain valid. In addition, the company must acknowledge the transfer in written format within 15 days of notification); and (c) upon written authorization from the Company, the Buyer must return the alleged defective part, material or product to the Company (or location designated by the Company, or to the dealer or distributor, if applicable), with the shipping charges prepaid by the Buyer. The Company reserves the right to determine, in its sole discretion and after its own inspection(s), whether or not a defect exists for which it is responsible under this limited warranty. All warranties shall be rendered null and void if any invoice is not paid in full when due.

The Company does not authorize any individual, dealer or distributor to create for the Company any liability or obligation in regard to the products that it sells except as expressly stated in this limited warranty. There are no other representations, warranties, conditions or guarantees, express or implied, by the Company with respect to the products sold hereunder or any plans, drawings or specifications prepared, provided or used in connection with the buyer's order, including without limitation, any warranty or merchantability or fitness for a particular purpose. This limited warranty is governed by, and constructed, in accordance with the laws of the state of Pennsylvania, notwithstanding any conflict of laws and rules. This warranty gives you specific legal rights. You may also have other rights, which may vary, from state to state.

**All prorated warranty material shall follow the following time line of current retail pricing at time of warranty claim:**

<u>Period</u>	<u>Charge to Customer</u>
0 - 1/3 of warranty period	None
1/3 - 2/3 of warranty period	45%
2/3 - full period	55%

#### **ONE YEAR LIMITED INSTALLATION WARRANTY**

If the goods are installed by the Company, such installation will be covered by a one year limited warranty against significant defects in installation workmanship. Under this limited warranty, the obligations of the Company shall be limited to the repair or replacement, at the Company's option, of the parts and/or materials improperly installed. Additionally, the Company reserves the right to determine, in its sole discretion and after its own inspection(s), whether or not a defect exists for which it is responsible under this limited warranty.

This limited warranty does not cover loss of time, inconvenience or loss of use of the goods or any parts. This limited warranty does not cover damage incurred by the performance of the goods or damages or defects resulting from misuse, accident, alteration, negligence or lack of reasonable and proper maintenance, nor does it cover delays or construction costs for late or damaged delivery or incidental or consequential damages. This limited warranty does not include protection against breakage of glass or other glazing material, regardless of the cause.

This limited warranty is conditioned on the following and shall only apply if the following conditions are met: (a) the products must have been installed and the structure constructed by the Company; and (b) the original Buyer must notify the Company of the claimed defect within the warranty period and receive written acknowledgement of the claim. All warranties shall be rendered null and void if any invoice is not paid in full when due.

The Company does not authorize any person, dealer, or distributor to create for it any obligation or liability in connection with the goods or their installation except as expressly stated in this limited warranty. There are no other representations, warranties, conditions or guarantees, express or implied, by the Company with respect to the products sold hereunder or any plans, drawings or specifications prepared, provided or used in connection with the buyer's order, including without limitation, any warranty or merchantability or fitness for a particular purpose.

This limited warranty shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, notwithstanding any conflict of laws and rules.

No repair or replacement shall extend the warranty period or any applicable part thereof.

#### **STATUTE OF LIMITATION**

Any action or breach of contract or breach of warranty must be commenced by Buyer within one (1) year after the cause of action has accrued.