



Conservatories, Greenhouses, Skylights, Sunrooms & More
NJ Home Improvement Contractor ID: 13VH06584400
PA Home Improvement Contractor Number PA051151

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Project Name:

Project #:

Project Location:

Customer Name:

Architect:

Product Type:

SAMPLE

LIMITED WARRANTY
Revision 08192014

Solar Innovations, Inc. will further be referred to as the Company.

PRODUCT WARRANTY

All components are warranted by Solar Innovations, Inc. for (one) 1 year for cases of normal use. Many components are also warranted by the original manufacturers for greater lengths of time. Please see the example schedule attached. Customer's remedy under this warranty is limited, in the discretion of Company, to: (1) repair of any product or part of the defective product without charge; (2) furnishing any product or part of the product, shipped freight prepaid by Customer, in whatever stage of fitting and/or finishing it was in when originally supplied by Company; or (3) refund the price received by Company for any defected product or applicable component. Company reserves the right to determine whether or not a defect exists for which it is responsible under this warranty.

INSTALLATION WARRANTY

If the products are installed by the Company, Company warrants that the installation will be free of material defects in installation workmanship for a period of one year following substantial completion of installation. Installations by other(s) are NOT covered under this warranty. 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. No repair or replacement shall extend the warranty period or any applicable part thereof.

The obligations of the Company under this warranty are limited to the repair or replacement, at the Company's sole discretion, of defective installation of its product. No other remedy is afforded.

WARRANTY CONDITIONS

All warranties (whether product or installation) are conditioned on and shall apply only if the following conditions are fully met:

- a) The products must have been installed and 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) Timely payment in full of all outstanding balances due for the project have been received by the Company.
- c) The Company receives completed project photos and completed end-user information (warranty certification card) within sixty (60) days of delivery of product. The Company reserves the right to request additional photos for verifications. 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. The Company also reserves the right to utilize photos for marketing and training purposes.
- d) All recommended cleaning, use and maintenance instructions must be followed by the Customer and/or other responsible parties.
- e) The original Customer must notify the Company of the claimed defect within 30 days of the defect occurring by writing to Warranty Department, 31 Roberts Road, Pine Grove, PA 17963 or skylight@solarinnovations.com (with "subject" line indicating "Warranty Claim") and receive written acknowledgement of the claim;
- f) Upon claim acknowledgement and written direction from the Company, the Customer will return the alleged defective part, material, or product to the Company (or location designated by the Company), with the shipping charges prepaid by the Customer.
- g) The product must be made available for inspection by the Company before removal, repair or alteration;
- h) The warranty may be transferable one time from original Customer to a third party of its choosing, as a matter of exception. Otherwise, only the original Customer has warranty rights. The Company must be notified, in writing, within 30 days of the transfer of the warranty to remain valid. In addition, the Company must acknowledge the transfer in written format within 15 days of notification;

The Company's warranty will be void for any projects/claims not meeting the listed criteria.

WARRANTY LIMITATIONS

This LIMITED WARRANTY (whether product or installation) does not cover:

- a) installation of the product by others or damage caused by the product's performance;
- b) non-Company products;
- c) problems caused by improper storage, handling, installation, waterproofing, finishing (including, but not limited to, not finishing all sides of wood products in a timely manner or finishing wood in dark colors), use, locking, modification, or maintenance;
- d) use of glass not supplied by Company that is heavier than 6 lbs/sq ft or as specified and pre-engineered on valid job specific shop drawings
- e) products specifically excluded from warranty, such as products with special configurations or oversized products;
- f) Acts of God;
- g) accidents, including glass breakage for any reason;
- h) products subjected to conditions outside their design limitations;
- i) products installed in structures that do not allow for proper management/drainage of moisture;

- j) imperfections in glass that do not affect the product's structural integrity or obscure vision within accepted industry standards;
- k) minor variations in glass color; any interior wood finish; normal wear or discoloration of finish or finish problems caused by mechanical damage or abrasion;
- l) damage caused by acid rain, salt spray or other corrosive elements; tarnish or corrosion to hardware finishes or problems caused by excessive humidity (condensation and frost);
- m) variations in wood grain or color, discoloration of non-visible parts;
- n) damage due to improper maintenance or installation;
- o) problems due to water leakage that is not the fault of the Company's product or erroneous choice of system or sill;
- p) damage incurred by the performance of the goods or damages or defects resulting from misuse, accident, wear and tear, alteration, negligence or lack of reasonable and proper maintenance;
- q) breakage of glass or other glazing material, regardless of the cause.

In no case does this warranty cover the costs of finishing any repaired or replacement product or component or any trim or other carpentry work that may be required. Replacement products will be the closest equivalent current product and may not exactly match the original. The warranty on any replacement product will extend only for the balance of the original warranty period.

The warranty does not cover labor costs to install the product or replacement part, nor does it cover delays or construction costs or late or damaged delivery. However, Company will provide the labor to correct Company's installation defects. This warranty does not cover loss of time, lost profits, inconvenience, or loss of use of the product or any parts. Any claims or losses not expressly covered by this warranty, including incidental and consequential damages, are excluded.

All components not fabricated by the Company are limited to the warranty provided by the manufacturer of those components. **THOSE WARRANTIES SUPERSEDE ANY WARRANTY PROVIDED HEREIN BY THE COMPANY.** The Company does not warrant any installation labor provided by others.

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 warranty. Except as set forth in the description and specifications of the product or prohibited by law, there are no other representations, warranties, conditions or guarantees, express or implied, extended by the Company with respect to the products sold or any of its associated plans, drawings or specifications used in connection with the Customer's order. **THE COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TOGETHER WITH ALL OTHER IMPLIED WARRANTIES, ARE EXCLUDED.**

SUIT AGAINST COMPANY

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

This Limited Warranty is governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, notwithstanding any conflict of laws and rules. The Court of Common Pleas of Schuylkill County, Pennsylvania, shall be the sole and exclusive jurisdiction for litigating any warranty claims of the Customer.

SAMPLE SCHEDULE

Component	Manufacturer	Warranty Attribute	Warranty Length
Glass	Cardinal	Seal Failure	20 years
Glass	Cardinal	Delamination	10 years
Glass	Cardinal	Defects in LoE Coating	5 years
Liquid Paint 2603 2604 2605	Varies	Fading, Peeling, Bubbling, and Cracking per AAMA and applicator standards	Varies by Applicator Up to 5 Years Up to 10 Years for an additional charge Up to 20 Years for an additional charge
Powder Coating 2604 2605	Varies	Fading	Varies by Applicator Up to 10 Years for an additional charge Up to 15 Years for an additional charge
Anodize Finish	Varies	Failure Fading, Peeling, Bubbling, and Cracking per AAMA and applicator standards	Varies by Applicator 2-5 Years Standard Up to 10 Years for an additional charge
Faux Wood Finish	By Other	Fading	5 years
Wood Veneering	By Solar	Defects	2 years
Metal Cladding	By Solar	Delamination	5 years
Pull Handles	By Other	Finish	1 year
Hinges	By Solar	Failure	5 years
Stainless Steel Roller/Trolley Hardware	By Solar	Defective parts	10 years
Handle Sets	By Other	Finish	1 year
Handle Sets	By Other	Function	1-2 years depending on manufacturer

Extruded aluminum parts	By Solar	Significant defects in performance	15 year prorated
Operable Hardware	By Solar	Significant defects	2 year prorated
Wood/Glue Laminate Beams	By Solar	Significant defects	5 years
Exposed Wood Caps	By Solar		Not covered
Wood Caps	By Solar	Defects	5 years

Please note that the schedule shown above is simply an example of what warranties may apply to Solar Innovations, Inc.'s products. The sample is not inclusive, nor does it apply to every project. Each individual must verify the components used in their particular application and the manufacturers' warranties associated with said components. Please note that manufacturers' exceptions may apply depending upon component's size or application.