

SOL-LUX NON-TRANSFERRABLE LIMITED WARRANTY

Sol-Lux Product Limited Warranty

THIS WARRANTY IS NOT TRANSFERABLE

Sol-Lux by Carefree of Colorado (hereafter referred to as Sol-Lux) warrants to the first retail Purchaser that the Sol-Lux Product is free of defects in material and workmanship within the terms and conditions as set forth below. Sol-Lux's obligation under this warranty is limited to the repair or replacement, at Sol-Lux's option, of any defective component with new or factory refurbished components, within the stated warranty period.

1. DURATION

- a. Three (3) years on product excluding installation.
- b. Warranty duration of coverage is determined by the date the product is shipped, not the date of purchase, delivery, installation, repairs, or duration of use.

2. WHAT IS COVERED UNDER THIS WARRANTY

Defects in the manufacturer's material and workmanship of product under normal use, and which occur within the duration of the warranty period. The following components are covered only as listed:

- a. Awning fabric – Free from any significant quality defects (minor blemishes, normal wear and fading excluded).
- b. Awning extrusions / hardware and finish - Free from any significant quality defects (minor blemishes, normal wear and slight fading excluded).
- c. Freight – Carefree will pay freight charges for covered parts within the warranty period, utilizing the method of shipping it determines best to ship the replacement parts. Expedited freight is not covered under warranty, and the Purchaser is responsible for any and all expedited freight charges.

3. WHAT IS NOT COVERED UNDER THIS WARRANTY

- a. Damages not reported at time of delivery.
- b. Damages or failures not related to the material or workmanship of the product including any failure that results from neglect, accident, wind, rain, water pooling, weather or other acts of God. Please refer to the instruction manual for proper awning usage.
- c. Purchaser's abuse, including but not limited to neglect; failure to operate, use or maintain the product in accordance with the product manual.
- d. Improper installation and/or any damage/failure that is a result of improper installation or adjustment of the product/component, including fabric damage.
- e. Normal wear, including the possible occasional need to adjust the product.
- f. Any component not sold or manufactured by Sol-Lux.
- g. Any failure that results from the use of another manufacturer's product with a Sol-Lux product that is not specifically approved in writing by Sol-Lux.

- h. Any incidental, indirect, or consequential loss, damage or expense that may result from any defect, failure, improper installation or malfunction of the Sol-Lux product.
- i. The removal or alteration of any product component or device. In the event of such removal or alteration, this warranty is void.

4. RESPONSIBILITIES OF THE PURCHASER

IN ORDER FOR THE WARRANTY TO BE HONORED, THE PURCHASER MUST HAVE PROOF OF PURCHASE: FAILURE TO PROVIDE THE REQUIRED DOCUMENTATION MAY DELAY OR VOID ANY WARRANTY CLAIM.

- a. Retain dated proof of purchase for specified product, and provide it as requested.
- b. Inspect the awning upon delivery to confirm the condition of the canopy, hardware and proper operation of product/components.
- c. Install the product in accordance with the installation instructions furnished with the product and available online at www.sol-lux.com.
- d. Perform recommended maintenance as specified in the product literature furnished with the product and available online at www.sol-lux.com.
- e. Use reasonable care in the operation, use and storage of the product in accordance with the instructions contained in the product literature furnished with the product and available online at www.sol-lux.com.
- f. Understand when it's appropriate to manually operate the awning, and when it is not. Awnings are not meant to be used in all weather situations; wind, rain, snow, and other external elements can damage the awning and the structure it is attached to. When in doubt, don't leave it out!

5. WARRANTY CLAIM PROCEDURE

Contact Sol-Lux with regard to any product claimed or found defective during warranty period.

- a. Sol-Lux may require any or all of the following information before a claim is approved:
 - i. Dated proof of purchase.
 - ii. Detailed description of problem.
 - iii. Photographs of damage or defect.
- b. Return of components for inspection. For Eos product, if the claim is approved, Sol-Lux will send an empty shipping carton with a UPS return shipping tag for return of the awning for inspection and repair.
 - i. Sol-Lux reserves the right to send only parts and/or assemblies required to fix the specific approved warranty claim.
 - ii. If during inspection, Sol-Lux determines the claim was invalid or falsely represented, Sol-Lux reserves the right to charge the Purchaser the cost incurred by Sol-Lux for all return shipping packaging and freight costs, including freight to send the product back to the Purchaser. Sol-Lux also reserves the right to not perform any warranty service or repair under these conditions.
- c. The purchaser is responsible for the costs not covered by this warranty, including any labor cost incurred to remove and re-install the awning and/or install any replacement components.

6. THIS WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS. THE LAWS OF CERTAIN JURISDICTIONS MAY GRANT THE PURCHASER ADDITIONAL RIGHTS AND PRIVILEGES.

Except as set forth above, Sol-Lux makes no warranty, whether statutory or otherwise, including without limitation, any warranty of merchantability or fitness for a particular purpose. Sol-Lux's liability shall in no event exceed the price paid by the Purchaser (excluding freight), and Sol-Lux shall have no liability except to replace defective products and parts. Sol-Lux specifically excludes any liability, whether in contract, tort or otherwise, for personal injury, property damage, economic or consequential losses.

7. SOL-LUX DOES NOT AUTHORIZE ANY PERSON OR COMPANY TO ALTER THE TERMS OF THIS WARRANTY.

8. SOL-LUX RESERVES THE RIGHT TO MAKE CHANGES IN DESIGN AND COMPONENTS, WITHOUT NOTICE, WHENEVER IT IS BELIEVED THE QUALITY OR PERFORMANCE OF THE PRODUCT WILL BE IMPROVED, BUT WITHOUT INCURRING ANY OBLIGATION TO INCORPORATE SUCH IMPROVEMENTS IN ANY PRODUCT THAT HAS BEEN PREVIOUSLY SHIPPED OR IN SERVICE.