

SunshineRooms.com CrystalStructuresGlazing.com

> 3333 N. Mead Wichita, KS 67219

COMMERCIAL LIMITED WARRANTY

Project Name / Owner	
Sales Order Number	Date Completed

FRAME STRUCTURE

The aluminum frame components, glazing, hardware materials, and assembled system are guaranteed to be devoid of defects in both workmanship and performance for the duration specified in the warranty. Any failures within this period will encompass but are not limited to deflection beyond specified limits, instances of water leakage, weakening or loosening of fasteners, or any evident extrusion defects. Term: 10 years

FRAME FINISH

Under normal use and service the aluminum frames will not blister, pit or peel for a period stated above. Under normal atmospheric conditions, the painted or anodized aluminum and exterior surfaces will maintain the manufacturer's color subject to the allowable degree of fading within AAMA guidelines. Term: 10 vears

GLASS

The glass is warranted to be free of defects for the stated duration of the warranty and agrees to supply affected components. Defects include the following: Failure of the hermetic seal, deterioration of internal glass coatings and other indications of seal failure. Also, the appearance of dirt, moisture, fogging between the glass planes, delamination of laminated glass components, if applicable. Glass breakage, for any reason, is not covered under this warranty. Term: 10 years

POLYCARBONATE GLAZING

Polycarbonate glazing components are warranted for the above stated duration. The product will not undergo a loss in light transmission in excess of 6% of its original value or a change in yellowness index in excess of allowable values in accordance with ASTM-1003-95 and ASTM 313-73 standards respectively. Product failure also includes a loss of impact strength in the event of hail within the parameters of ASTM-D-2658 standards. Term: 10 vears

INSTALLATION

Systems and products installed shall be free from defects under normal use and service, wear and tear excepted, for the above stated time from the date of installation. Term:______

TERMS AND CONDITIONS OF WARRANTY

Upon determination of Company responsibility, the cost of material for warranty replacement will be assumed by the Company. Parts supplied under this warranty are covered for the above stated period from the date of Substantial Completion (if installed by the Company) or from the date of shipment acceptance from the original buyer, if the product was installed by others.

If any part or component originally provided is no longer available and the Company decides to provide replacement, the Company reserves the right to substitute such part or component designated to be suitable provided said part is of equal price or quality.

This warranty as stated herein is in lieu of and expressly excludes all other warranties, expressed or implied, including warranties of merchantability or fitness for a particular purpose, and is sole and exclusive remedy for any claim of damages arising from any defect. The Company shall have no liability for incidental or consequential damages or personal injury from the use of its products.



LIMITED COMMERCIAL WARRANTY (con't)

No agent, distributor or other party is authorized to make any modifications or alterations to this warranty or assume on behalf of the Company any additional liability or responsibility.

This 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 PROVDIDED 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 loss of time, inconvenience or loss of the use of the product or any parts thereof. It does not cover installation of the product by others or damage caused by the product's 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.

The obligations of the Company under this warranty are limited to the repair or replacement, at the Company's option, of defective parts of its product. This 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) Sunshine Rooms. Inc. shall be notified of the claimed defect within the warranty period and receive written acknowledgement of the claim. 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 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 EXPERSSLY STATED IN THIS 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 warranty gives you specific legal rights which may vary from state to state. Unless installation labor was provided by Sunshine Rooms, Inc., NO INSTALLATION LABOR IS COVERED UNDER THIS LIMITED WARRANTY.

The Company does not authorize any person, dealer, or distributor to create for it any obligation or liability in connection with the goods or the installation EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY. THERE ARE NO OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES, EXPRESS OR IMPLIED, BY THE COMPANY WITH REPECT TO THE PRODUCTS SOLD HEREUNDER, ANY INSTALLATION OR CONSTRUCTION SERVICES OR ANY PLANS DRAWINGS OR SPECIFICATIONS PREPARED, PROVIDED OR USED IN CONNECTION WITH THE PRODUCT, INCLUDING WITHOUT LIMITATION. ANY WARRANTY OF MECHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

STATUTE OF LIMITATIONS		
Any action or breach of contract or breach of warranty must be commenced by Buyer within action has occurred.	one (1) year after the cause of	
Sunshine Rooms, Inc. Representative	Date	