

Cardinal Architectural Warranty

Limited Lifetime Warranty

This warranty is valid only if registered with Cardinal Architectural within 30 days of installation.

We are glad that you have purchased one of Cardinal Architectural WeatherGuard Pergola, and we are confident that you will enjoy it for many years. Cardinal Architectural provides you with this limited material warranty subject to the limitations, exclusions and conditions set forth below: Cardinal Architectural's WeatherGuard pergola is warranted to be free from defects in material and operation under conditions of normal wear, subject to the periods and conditions in this warranty: **Limited Lifetime Warranty** – the louvers are warranted for lifetime from the date of the completed installation against a defect that would affect their intended performance as an powered pergola or shading system. The pins, brackets, rods, springs and other aluminum components are warranted for lifetime from the date of the completed installation, subject to operating the motorized opening system to full open and closed position at least twice a month. The motor is warranted for three (3) years from the date of completed installation, subject to the wire connections being protected and to the electric controls being installed in a waterproof box, in accordance with the relevant codes, and protected from water and other weather conditions, and subject to operating the motorized opening system to full open and closed position at least twice a month. The solar panel, electric control, parts and batteries are warranted for 1 year from the date of the completed installation. **Limitations:**

You must keep the louver trough clean from dirt, leaves, small rocks, branches, etc. (by using a small broom or cloth) or the warranty could be voided.

Cardinal Architectural shall have the right to inspect each claim. Therefore avoid any repairs prior to Cardinal Architectural's inspection. Any repairs or alterations to the product prior to Cardinal Architectural's inspection may void the warranty.

If after the inspection, Cardinal Architectural determines that the defect is covered by the warranty, Cardinal Architectural shall have one hundred twenty (120 days) to remedy the defect as follows:

1. Cardinal Architectural, at its own option shall repair, replace or refund the cost of defective product. However Cardinal Architectural shall not be

liable for any packing, shipping, labor, and removal or installation costs to remedy the defective product.

2. For valid warranty claims from the sixth year (6) through the life of the warranty, Cardinal Architectural will not repair or replace the product but will refund to you 50% of the original wholesale cost of the defective item.

The purchaser must pay all applicable shipping, service charges and taxes. Defective Products accepted for warranty compensation become the property of the Seller.

Cardinal Architectural reserves the right to discontinue and make changes in its products. In the event that a product covered by this warranty is not available, Cardinal Architectural shall have the right to substitute products that, at ALR's discretion, are of a comparable grade, quality or price.

Exclusions

This warranty does not cover damage due to normal weathering, fading, chalking, dirt from birds or other animals' feces, black streaking, water leakage, corrosion, chemical cleaners, salt, fire, lightning, tornadoes, hurricanes, explosion, damage due to aggressive environmental conditions, vandalism, accident negligence, misuses, improper care, or any act of God beyond the control of Cardinal Architectural.

Remedies Exclusive

Repair or replacement or refund of defective product in accordance with limited warranty above shall be the purchaser's exclusive remedy for and shall constitute satisfaction of any and all liabilities of Cardinal Architectural with respect to any defect in any product whether based in warranty, contract, tort, negligence, strict liability or otherwise.

Disclaimer:

This warranty only applies to manufacturing defects in the product, and subject to the system being properly installed, following Cardinal Architectural engineering and the local building codes/requirements and subject to the system components and/or accessories having not been repaired or altered. The owner of the product must follow the care and cleaning instructions that are mentioned in this warranty or the warranty may be voided.

The warranty starts on the date the installation is completed on the original retail purchaser's property.

The limited warranty only applies to products erected within the Continental United States and Canada.

Warranty – the manual opening system, pins, brackets, flashing, rods, springs and other aluminum components are warranted for lifetime, subject to operating the manual opening system to full opening at least twice a month.

Warranty Claims Procedures

Any claim under this warranty must be in writing and received at 6910 Preston Highway, Louisville, KY, 40219 within thirty (30) days of discovering a claimed defect, and must include 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 defective product. The express warranties set forth above are exclusive and in lieu of all other warranties, conditions and terms as to quality or fitness of all Products supplied by the 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 Seller. In no event shall the Seller 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 this Warranty or the supply of Products to the Buyer, whether based in warranty, contract, tort, negligence, strict liability or otherwise. 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.