

Aqua Shield Inc LIMITED PRODUCT WARRANTY

Aqua Shield Inc., the manufacturer of Aqua Shield Inc. products, makes available to the Original Purchaser this Limited Product Warranty, from the date of the product's delivery to the Original Purchaser, under normal use and service, against specified defects in material and workmanship of the Aqua Shield Inc. products, occurring as a direct result of the manufacturing process, subject to the terms and conditions of this Warranty. **Aqua Shield Inc. does not warranty the work of any installation contractor.** Detailed installation manuals are provided with each Aqua Shield enclosure product and additional copies will be provided upon request. **Aqua Shield's authorized Dealers are independent businesses and provide their own warranties for workmanship and installation.**

Effectiveness of this Warranty is conditioned upon receipt by Aqua Shield of the enclosed registration certificate, properly completed, **within ninety (90) days from the date of delivery of the product to the Original Purchaser.** See Information under the heading Registration of the Aqua Shield Inc. Limited Product Warranty.

LIMITED PRODUCT WARRANTY:

GE LEXAN® carries a Aqua Shield Inc. 20 year Limited Warranty against breakage under normal wear and tear, excessive yellowing and loss of light transmission. These warranties are passed on directly to the Original Purchaser from Aqua Shield. **This warranty does not cover any defect in these components unless such defect is directly the result of Aqua Shield Inc. manufacturing process.**

20 YEAR LIMITED PRODUCT WARRANTY:

ALUMINUM PARTS All aluminum parts are warranted against manufacturing defects resulting in cracking for a period of ten (20) years from the date of the delivery of the product to the Original Purchaser, under conditions of normal use and service. All packaging has to be removed so that any shipping claims or warranty issues can be addressed at that time. No wrappings should be left on any materials once it has been delivered do to any water infiltration may etch the aluminum and or Lexan materials.

The cost of repair or replacement of any such defect aluminum part or component will be supplied to the Original Purchaser and Aqua Shield Inc. with credit reimbursement of reasonable costs based upon Aqua Shield Inc. warranty reimbursement program. of any applicable amount due from the Original Purchaser on the following basis:

At the end of the tenth (20th) year, all liability of the Aqua Shield Inc. enclosure for the part or component covered under this Warranty, shall cease and terminate, unless sooner terminated pursuant to the terms and condition contained in this Warranty. **The Warranty of repaired parts or components, whether fully covered or prorated, continues only for the remainder of the Original Warranty.**

Any outstanding invoiced and or payments due on this enclosure to the dealer and or factory can disqualify any warranties and or repairs to the enclosure from the date the debt was due.

CLAIM PROCEDURE

To report any defects under this Warranty, contact Aqua Shield Inc. at the address of the head office immediately after the discovery of the claimed defect, in writing and within the effective warranty period to request a Warranty Claim Form. You may also call our Warranty Department at (631)752 4086 (631)752 4086 The properly completed form must be returned to Aqua Shield Inc. at the address indicated above within forty-five (45) days from the date of the initial report, together with a copy of the original Bill of Sale or Contract with actual pictures of the claimed item (s). A submittal after the effective warranty period has been expired, cannot be accepted and is null and void. Should a manufacturing defect occur within the time specified, and if the product meets the conditions and provision of this Warranty, then Aqua Shield Inc. agrees that its option to repair or replace the part or component of the product. **The Original Purchaser will be responsible for the return of the defective part or component, freight charges prepaid, to the manufacturer or its distribution facility designated by Aqua Shield, no later than 120 days from Aqua Shield Inc. receipt of the claim form. All returned defective products must be carefully packaged so that they are not broken or scratched in shipment. Your local Aqua Shield Inc. Dealer can provide this service. Upon Aqua Shield Inc. receipt of any warranty items, once there is verification of the claim Aqua Shield Inc. will ship the repaired or replaced part or component, transportation charges collect, to the local Aqua Shield Dealer or the property location.**

OTHER PRODUCT WARRANTY PROVISIONS

Aqua Shield Inc. reserves the right to discontinue or change any Aqua Shield Inc. product. If the part or component of the product originally installed is not available, and Aqua Shield Inc. determines to make replacement, Aqua Shield Inc. will have the right to substitute a compatible part or component.

This Limited Product Warranty covers only the specific manufacturing defects as specified herein. Aqua Shield Inc. does not warrant installation, nor defect or damage caused by installation. This Warranty does not cover any other

damages or material failure including, but not limited to, normal weathering of the product, staining or scratching of the glass surface, oxidation, accidental or intentional damage, damage from fire, flood, windblown objects, hail, lightning, earthquake or other acts of god, chemical pollutants, chlorine, mildew, negligent maintenance, fading, misuse or abuse, shifting and settling of building or structural defects, or stresses resulting from localized heat sources which cause excessive temperature differentials over Lexan surfaces or edges, use of Insulated shades during daylight hours, high humidity conditions or any other causes or occurrences beyond Aqua Shield Inc. control. The warranty does not cover condensation buildup inside the flutes of polycarbonate glazing. **This Warranty does not apply to the plastic glazing that are broken or cracked from any causes, whatsoever.** Aqua Shield Inc. products as all structural products must be maintained with general safety in mind. **It takes two persons, one on each side to slide the enclosure simultaneously.** During high wind and snow conditions the enclosure must remain in fully compressed position. End panels must be properly secured to the ground surface, with doors closed and locked. All sections must be locked to the track with Safe Grip Track System. For Ellipse Model structural cables (supplied) must be attached during all winter months. Failure to follow these safety instructions can lead to damages, personal injury or cancellation of Aqua Shield Inc. limited warranty.

Scheduled cleans and the removal of excessive snow from the roof system and all sill areas is mandatory. Do not slide shield panels unless tracks are free of snow, ice, dirt, leaves etc., in order not to damage wheels and panel sliding performance. With these issues addressed, your Aqua Shield Inc. will maintain a long useful life.

Replacement parts or components furnished by Aqua Shield Inc. under this Warranty will have the standard color and or specifications available at that time. A color variance may occur between the new replacement part and component in comparison to the original product, part or component, and would not be indicative of a defect in the part or component.

Normal weathering may cause any surface to oxidize, chalk, accumulate surface dirt, stains, etc. Due to varying exposures, such as sunlight, pollution and atmospheric conditions, and would not be indicative of a defect in the part or component. The geographic location, the quality of the atmosphere and other factors over which Aqua Shield Inc. has no control, may contribute to the severity of these conditions.

Condensation on the product may occur as the natural result of humidity inside or outside the house or building area and changes in the interior/exterior temperatures, and does not indicate a defect in the product. If a spa or tub is used in the product it should be properly ventilated and covered at night. This

Warranty does not cover condensation, nor frost or freezing from condensation on lexan panels or other product components.

This Warranty does not include any labor costs or ancillary materials. Aqua Shield will not be responsible for any costs incurred in the removal or replacement, installation or reinstallation of any part or component furnished by Aqua Shield under this Warranty unless Aqua Shield Inc. authorizes the repair and also value of the labor for the repair under a repair cost provided by Aqua Shield. Aqua Shield reserves the right to determine, in its sole discretion, whether or not a defect exists for which it may be responsible under this Warranty.

This Warranty specifically excludes individual Aqua Shield Inc. component parts or products used in applications outside of a totally designed Aqua Shield Inc. sunroom product. Use of components not manufactured by Aqua Shield Inc. voids this Warranty. Failure to install Aqua Shield Inc. products in accordance with its installation instructions voids this Warranty.

This Warranty shall be for the benefit of the Original Purchaser only and shall not be transferable to any other person, including, without limitation, any subsequent owner. This Warranty is limited to Aqua Shield Inc. furnishing repaired or replacement parts or components of the product, according to the provisions of this Warranty.

THIS LIMITED PRODUCT WARRANTY IS THE COMPLETE AND EXCLUSIVE WARRANTY BETWEEN AQUA SHIELD INC. AND THE ORIGINAL PURCHASER AND THE SOLE REMEDIES OF THE ORIGINAL PURCHASER FOR CONFORMANCE OF THE PARTS AND COMPONENTS SHALL BE AS SET FORTH IN THIS LIMITED WARRANTY. THERE IS NO EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE EXPRESSLY PROVIDED HEREUNDER FOR REGISTERED PRODUCT, ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES ARE ALSO EXCLUDED UNDER THIS WARRANTY. IN NO EVENT SHALL THE AMOUNT DUE HEREUNDER EXCEED THE ORIGINAL PURCHASE PRICE OF THE DEFECTIVE PART OR COMPONENT.

If you state does not allow the exclusion of implied warranties or limitation of incidental consequential damages, any such implied warranties, including warranties of merchantability or fitness for a particular purpose, are limited to ninety (90) days from the date of delivery to the Original Purchaser, and damages are limited to the cost of the defective product.

INFORMAL DISPUTE RESOLUTION

Should any claim arise under the limited warranties provided by Aqua Shield which is not settled to the claimant's satisfaction, such dispute must first be submitted to arbitration in Nassau County, New York, in accordance with the arbitration rules of the Arbitration Association then in force as a condition precedent to the institution of litigation.

This Warranty gives you specific legal rights. You may also have other rights, which vary from state to state.

Aqua Shield Inc. does not authorize any employee or other person, including an independently owned and operated dealership or distributor, to act as its agent or to create for it any obligation or liability whatsoever in connection with any Aqua Shield Inc. sunroom product. This Warranty shall be governed by and construed in accordance with the laws of the State of New York, and enforced in New York courts.

REGISTRATION OF THE AQUA SHIELD INC. LIMITED PRODUCT WARRANTY

This Limited Product Warranty will become valid after the registration certificate is properly completed and signed by the Original Purchaser and returned to Aqua Shield within ninety (90) days from the date of delivery of the product to the Original Purchaser. If the Original Purchaser is an individual or entity consisting of more than one person or entity, then each individual's signature is required.

UNREGISTERED PRODUCTS ARE NOT COVERED UNDER THIS WARRANTY AND WILL BE DEEMED TO BE SOLD ON AN AS IS BASIS UNDER THE UNIFORM COMMERCIAL CODE WITHOUT WARRANTY, EXPRESS OR IMPLIED.