

## SOLAROC CONSUMER LIMITED WARRANTY

This Warranty is effective for products manufactured by us on or after **March 11, 2009** for use in the United States. For additional information, refer to *www.solarocgrp.com*.

### **WHAT THIS WARRANTY COVERS:**

Subject to the terms, conditions and exclusions set forth below, SolaRoc ("SOLAROC") warrants to the original owner for which the products identified below are initially installed (the "Original Purchaser") that they will be free from defects in materials or workmanship as described below. If any product provided by SOLAROC is found to be defective, SOLAROC will, at its option, either repair or replace the defective product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect: (1) SOLAROC may elect, in its sole discretion to refund the amount paid for the product (in exchange for the return of the product), excluding any transportation or shipping charges, less a reasonable allowance for use of the product prior to its return; and (2) in that case, a refund shall be the Original Purchaser's sole remedy at that point.

The warranty period begins as of the date the product is shipped from the factory (the "Shipment Date") to the Original Purchaser. SOLAROC's liability for any repair event shall not exceed the actual cash value of the product if repaired and SOLAROC's cumulative liability over the warranty period shall not exceed the amount paid by the Original Purchaser for the product, excluding any transportation or shipping charges.

**Under no circumstances shall SOLAROC be liable for incidental, consequential, exemplary or special damages including, but not limited to, damage or loss of other property or equipment, loss of profits, or other commercial loss that may be due to a defect in the product or the breach or performance of SOLAROC.**

### Limited One Year Product Material Warranty

SOLAROC warrants to the Original Purchaser that under conditions of normal use and service, the product material when shipped shall be free of defects in material and workmanship (the "Limited Product Material Warranty").

**HOW LONG?** The Limited Product Material Warranty starts on the Shipment Date and lasts for **one (1) year**.

**WHO IS COVERED?** The Limited Product Material Warranty is given only to the Original Purchaser.

### Ten Year Limited Insulated Glass Warranty

SOLAROC warrants to the Original Purchaser for its insulated glass window products the glass seal will not fail due to defects in manufacturing and workmanship (the "Limited Insulated Glass Warranty").

**HOW LONG?** The Limited Insulated Glass Warranty commences on the Shipment Date and lasts for **ten (10) years**.

**WHO IS COVERED?** The Limited Insulated Glass Warranty is given only to the Original Purchaser.

### One Year Limited Paint Warranty

SOLAROC warrants to the Original Purchaser that its powder coated paint products will not flake, peel or blister (excluding scratching, marring or abrasions due to transportation, handling and/or installation) ("Limited Paint Warranty").

**HOW LONG?** The Limited Paint Warranty commences on the Shipment Date and last for **one (1) year**.

**WHO IS COVERED?** The Limited Paint Warranty is given only to the Original Purchaser.

### **WHAT THIS WARRANTY DOES NOT COVER:**

The Limited Product Material Warranty, Limited Insulated Glass Warranty and Limited Paint Warranty (referred to jointly as the "Limited Warranties") do not apply to any window that is installed "Above Grade." "Above Grade" means (1) a window installed without an area wall around the window, or (2) a window installed with an area wall in which the top of the window frame placement is 8" or higher above grade level.

The Limited Warranties also do not cover defects or damage due to any of the following: (a) normal wear and tear; (b) improper installation; (c) any alteration or modification (including without limitation any alteration or modification to accommodate a security or alarm system); (d) accident; (e) acts of God; (f) improper use and/or abuse; (g) failure to perform reasonable and necessary maintenance, (g) neglect, improper handling and/or improper storage; (h) exposure to excessive heat and/or cold beyond naturally occurring conditions; (i) improper removal of any permanent warning or identification labels or markings on the product; (j) rusting or corrosion of non-vinyl products or components due to the close proximity to coastal areas or caused by electrical conductivity or abnormal soil conditions unique to the installation locale; (k) any inappropriate or unintended use or uses of the product; (l) minor blemishes in glass; (m) color variation or variations of the glass; (n) glass breakage for any cause or any reason; (o) subjection to stresses arising from glass surface temperature differentials or caused by building settlement or movement; (p) condensation on external or internal surfaces of the window and/or glass, which may occur as the natural result of humidity and interior/external temperature differentials; (q) the gradual, natural migration of inert gas infills used in insulated glass products; (r) labor for installation of any replacement products; (s) labor and materials for repainting or refinishing; **and (t) incidental or consequential damage.**

**SUBMITTING WARRANTY CLAIMS AND WHAT SOLAROC WILL DO:**

To submit a claim under a Limited Warranty, the Original Purchaser must send a written claim that includes the Original Purchaser's name, address, date of purchase, product information from the product label, daytime as well as evening telephone numbers and a statement of the facts supporting the claim being submitted. All claims and/or inquires should be sent to the following address:

SolaRoc  
P.O. Box 250  
Waukee, Iowa 50263  
**Attn: Customer Service**

Within **7** days after receipt, SOLAROC will notify the Original Purchaser that it received the claim. After investigating the claim, including any field inspection(s) that SOLAROC determines in its sole discretion to conduct, SOLAROC will within **60** days act on the claim.

**PLEASE READ CAREFULLY THE FOLLOWING INFORMATION AFFECTING YOUR LEGAL RIGHTS:**

**THE LIMITED WARRANTIES SET FORTH SOLAROC'S MAXIMUM LIABILITY FOR ITS PRODUCTS. SOLAROC MAKES NO OTHER WARRANTY OR GUARANTY, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE ORIGINAL PURCHASER OR ANY SUBSEQUENT USER OF THE PRODUCT. IN THE EVENT PROVINCIAL OR STATE LAW PRECLUDES EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, THE DURATION OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL BE NO LONGER THAN, AND SHALL BE THE SAME AS, THE DURATION OF THE APPLICABLE EXPRESS LIMITED WARRANTY.**

SOLAROC neither assumes, nor authorizes any other person to assume for it, another liability in connection with the sale of any product. The Limited Warranties are the exclusive remedies for breach. The Limited Warranties cover materials only and SOLAROC shall not be responsible for the removal and/or reinstallation of any replacement parts or replacement product including any costs or expenses for labor and other materials required for replacement.

SOLAROC reserves the right to discontinue the model or models manufactured under these Limited Warranties. Any discontinued parts or components may be replaced with an equivalent part at the sole discretion of SOLAROC. SOLAROC is not responsible for any color variation in the replacement part or component. SOLAROC reserves the right to inspect any and all defects in the field. Field visitations may result in service charges for non-warranty site surveys.

Corrections of defects in the manner provided herein shall constitute fulfillment for all liabilities of SOLAROC to the Original Purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise.

**WARNING:**

**It is the responsibility of the Original Purchaser, architect and/or builder to select products that comply with applicable laws and building codes that are appropriate for the application and use.**

