FOUR SEASONS LIMITED PRODUCT WARRANTY

Four Seasons Solar Products LLC (Four Seasons), the manufacturer of Four Seasons sunroom products, makes available to the Homeowner 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 Four Seasons sunroom products, occurring as a direct result of the manufacturing process, subject to the terms and conditions of this Warranty. Four Seasons does not warrant the work of any installation contractor. Detailed installation manuals are provided with each Four Seasons sunroom product and additional copies will be provided upon request. Four Seasons authorized Franchises and Dealers are independent businesses and provide their own warranties for workmanship and installation.

This warranty is conditional on the presentation of proof of the date of purchase of the product which may be satisfied by the completion and return of the Warranty Registration Card within 90 days of the date of the delivery of the product manufacturer.

LIFETIME LIMITED PRODUCT WARRANTY  MC2 WONDERGLASSTM WITH STAINLESS STEEL SPACERS(FURNISHED ON ORDERS SHIPPED AFTER OCTOBER 1, 2002)

Your Four Seasons MC2 WonderglassTM insulated glass panels with stainless steel spacers are warranted against development of material obstruction of vision, occurring from manufacturing defects resulting in the infiltration of moisture or dust, caused by failure of the hermetic seal, under conditions of normal use and service. During the twenty (20) year period from the date of the delivery of the product to the Original Purchaser, Four Seasons will, at its option, repair or replace the defective insulated glass panel that is returned, with no charge to the Homeowner. At any time thereafter (lifetime) Four Seasons, upon return of the defective insulated panel, freight prepaid, at its option will repair the defective insulated panel upon payment by the Homeowner of 50% of the then current retail price of the panel. Subject to conditions noted below. Also, the warranty on MC2 WonderglassTM with stainless steel spacers is fully transferable to future homeowners and covers replacement of glass with stainless steel spacers that is broken after the initial installation.

10 YEAR LIMITED PRODUCT WARRANTY - ALL OTHER INSULATED GLASS PANELS

Your Four Seasons insulated glass panels are warranted against development of material obstruction of vision, occurring from manufacturing defects resulting in the infiltration of moisture or dust, caused by failure of the hermetic seal, under conditions of normal use and service. During the first two (2) year period from the date of the delivery of the product to the Original Purchaser, Four Seasons will, at its option, repair or replace the defective insulated glass panel that is returned, with no charge to the Homeowner. During the third (3rd) through the tenth (10th) years from the date of the delivery of the product to the Original Purchaser, Four Seasons will, at its option, repair or replace the defective insulated glass panel that is returned, with no charge to the Homeowner. During the period (10th) through the tenth (10th) years from the date of the delivery of the product to the Original Purchaser, Four Seasons will, at its option, repair or replace the defective insulated glass panel that is returned, with no charge to the Homeowner. At the end of the tenth (10th) year, all liability of Four Seasons for insulated glass panels under this Warranty shall cease and terminate, unless sooner terminated pursuant to the terms and conditions contained in this Warranty. Subject to conditions noted below.

NOTE - INSULATED GLASS PANELS

The Warranty of repaired or replaced insulated glass panels, whether fully covered or prorated, continues only for the remainder of the original Warranty period.

In installations greater than 4,000 feet above sea level, special pressure equalization procedures for insulated glass are required, which may only be performed by an authorized Four Seasons Franchise/Dealer. These procedures may negatively impact the performance values of the panel. Failure to comply with these procedures voids this Warranty on insulated glass panels.

LIMITED PRODUCT WARRANTY -
GE LEXAN®, ACRYLIC AND OTHER PLASTIC GLAZINGS AND THIRD PARTY SHADING SYSTEMS

GE Lexan® carries a manufacturer’s 5 year Limited Warranty against breakage, excessive yellowing and loss of light transmission. Acrylic and other plastic glazings carry their specific manufacturer’s warranties, which are passed on directly to the Original Purchaser.

10 YEAR LIMITED PRODUCT WARRANTY -
ALUMINUM, VINYL AND WOOD PARTS AND INSULATED ROOF AND WALL PANELS

All aluminum parts are warranted against manufacturing defects resulting in cracking, peeling, flaking, blistering or corroding of the baked enamel finish, for a period of ten (10) years from the date of the delivery of the product to the Original Purchaser, on a prorated basis as defined below, under conditions of normal use and service.
All vinyl and wood parts are warranted against manufacturing defects for a period of ten (10) years from the date of the delivery of the product to the Original Purchaser, on a prorated basis as defined below, under conditions of normal use and service.

It is a condition of this Warranty that wood parts must be protected immediately after installation by sealing or staining. The use of paint, especially oil-based paint, will create a barrier that will not allow moisture movement and lead to cracking. The use of paint on wood parts voids this Warranty.

Patio room insulated roof and wall panels are warranted against manufacturing defects and delamination for a period of ten (10) years from the date of the delivery of the product to the Original Purchaser, on a prorated basis as defined below, under conditions of normal use and service.

Stucco insulated wall panels require repainting after five (5) years. This should be performed by a suitable qualified licenced professional using only specified materials. Failure to comply with this provision voids this Warranty on stucco insulated wall panels.

The cost of repair or replacement for any such defective aluminum, vinyl or wood part or component, or insulated roof or wall panel will be prorated between the Homeowner and Four Seasons, with payment in advance of any applicable amount due from the Homeowner, on the following basis:

During the first (1st) year from the date of the delivery of the product to the Original Purchaser, Four Seasons will at its option repair or replace the defective part or component that is returned with no charge to the Homeowner. From the second (2nd) through the fifth (5th) year from the date of the delivery of the product to the Original Purchaser, Four Seasons will at its option repair or replace the defective part or component that is returned with a charge of a percentage of the then current retail price to the Homeowner, this percentage shall begin at 10% in the second year and increase by 10% each year. During the sixth (6th) through the tenth (10th) years from the date of the delivery of the product to the Original Purchaser, Four Seasons will at its option repair or replace the defective part or component that is returned with a charge of 50% of the then current retail price to the Homeowner. At the end of the tenth year all liability of Four Seasons for the part or component covered under this Warranty shall cease and terminate, unless sooner terminated pursuant to the terms and conditions contained in this Warranty. The Warranty of repaired or replaced parts or components, whether fully covered or prorated, continues only for the remainder of the original Warranty period.

1 YEAR LIMITED PRODUCT WARRANTY - HARDWARE, FANS AND MISCELLANEOUS ACCESSORIES

Hardware, fans and miscellaneous accessories manufactured by Four Seasons are warranted against manufacturing defects under conditions of normal use and service for a period of one (1) year from the date of the delivery of the product to the Original Purchaser. All accessories not manufactured by Four Seasons carry their specific manufacturer’s warranties, which are passed on directly to the Original Purchaser.

CLAIM PROCEDURE

To report any defects under this Warranty, contact your local Four Seasons Franchise/Dealer, immediately after discovery of the claimed defect, in writing and within the effective Warranty period, to request a Warranty claim form. Should you need assistance in locating your local Four Seasons Franchise/Dealer, write to us at: Four Seasons Solar Products LLC, Warranty Department, 5005 Veterans Memorial Highway, Holbrook, NY 11741.

You may also call our Warranty Department at (631) 563-4000. The properly completed claim form must be returned to your local Four Seasons Franchise/Dealer, or to Four Seasons at the address indicated above, within 45 days from the date of the initial written report, together with a copy of the original bill of sale or contract. An initial written report submitted after the effective Warranty period has expired cannot be accepted and is null and void.

Should a manufacturing defect occur within the time period specified, and if the product meets the conditions and provisions of this Warranty, then Four Seasons agrees, at its option, to repair or replace the defective part or component of the product. The Homeowner will be responsible for the return of the defective part or component, freight charges prepaid, to the manufacturing or distribution facility designated by Four Seasons, no later than 120 days from Four Seasons’ receipt of the claim form. All returned defective products must be carefully packed so that they are not broken or scratched in shipment. Your local Four Seasons Franchise/Dealer can provide this service. Upon Four Seasons’ receipt of prepayment of any applicable prorated amount due from Homeowner, Four Seasons will ship the repaired or replaced part or component, transportation charges collect, to the Franchise/Dealer or the property location.
OTHER PRODUCT WARRANTY PROVISIONS

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

This Limited Product Warranty covers only the specific manufacturing defects as specified herein. Four Seasons 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 glass surfaces or edges, use of insulated shades during daylight hours, high humidity conditions or any other causes or occurrences beyond Four Seasons’ control. Color variances, knots, checking or minor cracks that do not affect structural integrity are natural characteristics of wood products, and are not considered to be a defect. This Warranty does not apply if non-wood parts are painted, varnished or coated with any other substance, or if parts are tampered with in any manner.

Replacement parts or components furnished by Four Seasons 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 or 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 Four Seasons 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 glass panels or other product components.

This Warranty does not include any labor costs or ancillary materials. Four Seasons will not be responsible for any costs incurred in the removal or replacement, installation or reinstallation of any part or component furnished by Four Seasons under this Warranty. Four Seasons 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 Four Seasons sunroom component parts or products used in applications outside of a totally designed Four Seasons sunroom product. Use of components not manufactured by Four Seasons voids this Warranty. Failure to install Four Seasons sunroom products in accordance with its installation instructions voids this Warranty.

This Warranty is limited to Four Seasons’ 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 FOUR SEASONS AND THE HOMEOWNER AND THE SOLE REMEDIES OF THE HOMEOWNER FOR CONFORMANCE OF THE PARTS AND COMPONENTS SHALL BE AS SET FORTH IN THIS LIMITED PRODUCT WARRANTY. THERE ARE 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 your state does not allow the exclusion of implied warranties or limitation of incidental or 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 Four Seasons which is not settled to the claimant’s
satisfaction, such dispute must first be submitted to arbitration in Suffolk County, New York in accordance with the arbitration rules of the American 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.

Four Seasons does not authorize any employee or other person, including an independently owned and operated Franchise, Dealer or distributor, to act as its agent or to create for it any obligation or liability whatsoever in connection with any Four Seasons 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 FOUR SEASONS 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 Four Seasons 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 PRODUCT IS 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.