

## **LIMITED WARRANTY ON PARASOLEIL PRODUCTS** **Effective 11.12.2024**

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

THE LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT [WWW.PARASOLEIL.COM](http://WWW.PARASOLEIL.COM) AND IN THE DOCUMENTATION WE PROVIDE WITH THE PRODUCTS, POWDER COAT PRODUCTS, ANODIZED PRODUCTS, OR CUSTOM FINISHED PRODUCTS.

THIS DOCUMENT INCLUDES ONE GENERAL WARRANTY AND SPECIFIC, DISTINCT WARRANTIES FOR DIFFERENT PRODUCTS WITH DIFFERENT DURATIONS. SEE BELOW FOR THESE SPECIFIC WARRANTIES.

WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THESE EXPRESS LIMITED WARRANTIES.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

OUR RESPONSIBILITY FOR DEFECTIVE PRODUCTS, POWDER COAT PRODUCTS, ANODIZED PRODUCTS, OR CUSTOM FINISHED PRODUCTS IS LIMITED TO REPAIR, REPLACEMENT, OR LIMITED REFUND SOLELY AS DESCRIBED BELOW IN THIS WARRANTY STATEMENT. NOTE THAT REPLACED, REPAIRED, OR ADDED PRODUCTS AND POWDER COAT PRODUCTS MAY ALLOW FOR MORE VARIATION IN HUE, SHADE, TEXTURE, MILL THICKNESS, AND GLOSS THAN THOSE PRODUCED IN THE SAME BATCH. FINISHES WITH INTENDED ARTISTIC VARIATION WILL ALLOW FOR A WIDER RANGE OF VARIATION.

### **WHO MAY USE THIS WARRANTY**

Parasoleil, LLC located at address 6510 W. 91st Ave., Suite 100, Westminster, CO 80031 ("**we**" or "**us**") extends this limited warranty to the original purchaser of the applicable Products, Powder Coat Products, Anodized Products, or Custom Finished Products and to each transferee of the applicable Products, Powder Coat Products, Anodized Products, or Custom Finished Products (each of the original purchaser and transferees, "**you**") during the General Warranty Period and each Specific Warranty Period, as further defined in each Section below.

### **1. General Warranty**

#### **a. WHAT IS THE PERIOD OF COVERAGE?**

- i. "**General Warranty Period**" means the period of time beginning on the date that the Product (as defined in Section 1.b.i) is delivered to you and ending on that date that is one (1) year thereafter.
- ii. You acknowledge and agree that the General Warranty Period will not be extended if we repair, replace, or provide a refund for the Product, and any replacement Product is subject to the warranty terms which are applicable at the time of the replacement. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

#### **b. WHAT DOES THIS WARRANTY COVER?**

- i. The limited warranty in this Section 1 covers all of the applicable Parasoleil products (as indicated on the applicable product quote) ("**Product(s)**"). For the avoidance of doubt, the warranty in this Section 1 does not apply to any items with a base material other than aluminum.
- ii. Under the limited warranty in this Section 1, we warrant that during the General Warranty Period the Products will be free of material defects in workmanship and materials.
- iii. The limited warranty in this Section 1 only applies to a Product that is installed within the continental United States and has been exposed to normal weather and atmospheric conditions.

c. WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

- i. With respect to any defective Product during the General Warranty Period, and upon verification of your warranty claim, we will, in our sole discretion, repair, replace, or provide a refund for such Product (or the defective part) free of charge, up to the following amounts:
  1. 50% of the price listed in the applicable product quote for the affected Product during the first half of the General Warranty Period; or
  2. 40% of the price listed in the applicable product quote for the affected Product during the second half of the General Warranty Period.
- ii. We reserve the right to recall more Product than what is noted by you to be of concern as required if a defect is found to be pervasive.
- iii. Although we will pay for shipping and handling fees to return the repaired or replacement Product to you, please note that access, labor, packaging for return shipment to us, and any other costs or loss of profits that you incur are not covered by this limited warranty.

2. **Standard Warranty for Parasoleil Aluminum Products Finished in a Standard Powder Coat**

a. WHAT IS THE PERIOD OF COVERAGE?

- i. For purposes of this Section 2 only, “**Specific Warranty Period**” means the period of time beginning on the date that the Powder Coat Product (as defined in Section 2.b.i) is delivered to you and ending on that date that is five (5) years thereafter.
- ii. You acknowledge and agree that the Specific Warranty Period will not be extended if we repair, replace, or provide a refund for the Powder Coat Product, and any replacement Powder Coat Product is subject to the warranty terms which are applicable at the time of the replacement. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

b. WHAT DOES THIS WARRANTY COVER?

- i. The limited warranty in this Section 2 covers Parasoleil aluminum products finished in a standard powder coat (as indicated on the applicable product quote) (the “**Powder Coat Product(s)**”). For the avoidance of doubt, the term “Powder Coat Product” does not include any items with a base material other than aluminum, or any items that are created with a customer-specified finish.
- ii. Under the limited warranty in this Section 2, we warrant that during the Specific Warranty Period any decrease in gloss, change of color, or effect on the finished surface will appear evenly over the individual surface provided the individual surfaces have been exposed to equal levels of environmental effects and sunlight. In addition, the Powder Coat Products will not: (1) crack, check, peel, or otherwise lose adhesion in excess of industry tolerances; nor (2) change color in excess of industry tolerances.
- iii. The limited warranty in this Section 2 only applies to a Powder Coat Product that is installed within the continental United States and has been exposed to normal weather and atmospheric conditions.

c. WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

- i. With respect to any defective Powder Coat Product during the Specific Warranty Period, and upon verification of your warranty claim, we will, in our sole discretion, repair, replace, or provide a refund for such Powder Coat Product (or the defective part) free of charge, up to the following amounts:
  1. 50% of the price listed in the applicable product quote for the affected Powder Coat Product during the first two years of the Specific Warranty Period;

2. 40% of the price listed in the applicable product quote for the affected Powder Coat Product during the third year of the Specific Warranty Period;
  3. 30% of the price listed in the applicable product quote for the affected Powder Coat Product during the fourth year of the Specific Warranty Period; or
  4. 20% of the price listed in the applicable product quote for the affected Powder Coat Product during the fifth year of the Specific Warranty Period.
- ii. If, in our sole discretion, repair or replacement is not possible or reasonable, we may provide a refund up to the amounts described above.
  - iii. We reserve the right to recall more Powder Coat Product than what is noted by you to be of concern as required if a defect is found to be pervasive.
  - iv. Although we will pay for shipping and handling fees to return the repaired or replacement Powder Coat Product to you, please note that access, labor, packaging for return shipment to us, and any other costs or loss of profits that you incur are not covered by this limited warranty.

### 3. Standard Warranty for Parasoleil Aluminum Products Finished in an Anodized Coat

#### a. WHAT IS THE PERIOD OF COVERAGE?

- i. For purposes of this Section 3 only, “**Specific Warranty Period**” means the period of time beginning on the date that the Anodized Product (as defined in Section 3.b.i) is delivered to you and ending on that date that is five (5) years thereafter.
- ii. You acknowledge and agree that the Specific Warranty Period will not be extended if we repair, replace, or provide a refund for the Anodized Product, and any replacement Anodized Product is subject to the warranty terms which are applicable at the time of the replacement. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

#### b. WHAT DOES THIS WARRANTY COVER?

- i. The limited warranty in this Section 3 covers Parasoleil aluminum products finished in a standard Parasoleil anodized coat (as indicated on the applicable product quote) (the “**Anodized Product(s)**”). For the avoidance of doubt, the term “Anodized Product” does not include any items with a base material other than aluminum, or any items that are created with a customer-specified finish.
- ii. Under the limited warranty in this Section 3, we warrant that during the Specific Warranty Period any decrease in gloss, change of color, or effect on the finished surface will appear evenly over the individual surface provided the individual surfaces have been exposed to equal levels of environmental effects and sunlight. In addition, the Powder Coat Products will not: (1) crack, check, peel, or otherwise lose adhesion in excess of industry tolerances; nor (2) change color in excess of industry tolerances.
- iii. The limited warranty in this Section 3 only applies to an Anodized Product that is installed within the continental United States and has been exposed to normal weather and atmospheric conditions.

#### c. WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

- i. With respect to any defective Anodized Product during the Specific Warranty Period, and upon verification of your warranty claim, we will, in our sole discretion, repair, replace, or provide a warranty for such Anodized Product (or the defective part) free of charge, up to the following amounts:
  1. 50% of the price listed in the applicable product quote for the affected Anodized Product during the first two years of the Specific Warranty Period;

2. 40% of the price listed in the applicable product quote for the affected Anodized Product during the third year of the Specific Warranty Period;
  3. 30% of the price listed in the applicable product quote for the affected Anodized Product during the fourth year of the Specific Warranty Period; or
  4. 20% of the price listed in the applicable product quote for the affected Anodized Product during the fifth year of the Specific Warranty Period.
- ii. If, in our sole discretion, repair or replacement is not possible or reasonable, we may provide a refund up to the amounts described above.
  - iii. We reserve the right to recall more Anodized Product than what is noted by you to be of concern as required if a defect is found to be pervasive.
  - iv. Although we will pay for shipping and handling fees to return the repaired or replacement Anodized Product to you, please note that access, labor, packaging for return shipment to us, and any other costs or loss of profits that you incur are not covered by this limited warranty.

#### 4. Standard Warranty for Parasoleil Aluminum Products with a Custom Finish

Custom finish warranties, as defined in section 4, must be approved by Parasoleil and be included on the signed project quote or an approved change order.

##### a. WHAT IS THE PERIOD OF COVERAGE?

- i. For purposes of this Section 4 only, **"Specific Warranty Period"** means the period of time beginning on the date that the Custom Finished Product (as defined in Section 4.b.i) is delivered to you and ending on that date that is five (5) years thereafter.
- ii. You acknowledge and agree that the Specific Warranty Period will not be extended if we repair, replace, or provide a refund for the Custom Finished Product, and any replacement Custom Finished Product is subject to the warranty terms which are applicable at the time of the replacement. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

##### b. WHAT DOES THIS WARRANTY COVER?

- i. The limited warranty in this Section 4 covers Parasoleil aluminum products finished in a custom finish (as indicated on the applicable product quote) (the **"Custom Finished Product(s)"**). For the avoidance of doubt, the term "Custom Finished Product" does not include any items with a base material other than aluminum, or any Powder Coat Products or Anodized Products.
- ii. Under the limited warranty in this Section 4, we warrant that during the Specific Warranty Period any decrease in gloss, change of color, or effect on the finished surface will appear evenly over the individual surface provided the individual surfaces have been exposed to equal levels of environmental effects and sunlight. In addition, the Powder Coat Products will not: (1) crack, check, peel, or otherwise lose adhesion in excess of industry tolerances; nor (2) change color in excess of industry tolerances.
- iii. The limited warranty in this Section 4 only applies to a Custom Finished Product that is installed within the continental United States and has been exposed to normal weather and atmospheric conditions.

##### c. WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

- i. With respect to any defective Custom Finished Product during the Specific Warranty Period, and upon verification of your warranty claim, we will, in our sole discretion, repair, replace, or provide a refund for such Custom Finished Product (or the defective part) free of charge, up to the following amounts:

1. 50% of the price listed in the applicable product quote for the affected Custom Finished Product during the first two years of the Specific Warranty Period;
  2. 40% of the price listed in the applicable product quote for the affected Custom Finished Product during the third year of the Specific Warranty Period;
  3. 30% of the price listed in the applicable product quote for the affected Custom Finished Product during the fourth year of the Specific Warranty Period; or
  4. 20% of the price listed in the applicable product quote for the affected Custom Finished Product during the fifth year of the Specific Warranty Period.
- ii. If, in our sole discretion, repair or replacement is not possible or reasonable, we may provide a refund up to the amounts described above.
  - iii. We reserve the right to recall more Custom Finished Product than what is noted by you to be of concern as required if a defect is found to be pervasive.
  - iv. Although we will pay for shipping and handling fees to return the repaired or replacement Custom Finished Product to you, please note that access, labor, packaging for return shipment to us, and any other costs or loss of profits that you incur are not covered by this limited warranty.

## 5. Extended Warranty for Parasoleil Aluminum Products Finished in a Standard Powder Coat

Extended finish warranties, as defined in section 5, must be approved by Parasoleil and be included on the signed project quote or an approved change order.

### a. WHAT IS THE PERIOD OF COVERAGE?

- i. For purposes of this Section 5 only, “**Specific Warranty Period**” means the period of time beginning on the date that the Powder Coat Product (as defined in Section 5.b.i) is delivered to you and ending on that date that is ten (10) years thereafter.
- ii. You acknowledge and agree that the Specific Warranty Period will not be extended if we repair, replace, or provide a refund for the Powder Coat Product, and any replacement Powder Coat Product is subject to the warranty terms which are applicable at the time of the replacement. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

### b. WHAT DOES THIS WARRANTY COVER?

- i. The limited warranty in this Section 5 covers Parasoleil aluminum products finished in a standard powder coat (as indicated on the applicable product quote) (the “**Powder Coat Product(s)**”). For the avoidance of doubt, the term “Powder Coat Product” does not include any items with a base material other than aluminum, or any items that are created with a customer-specified finish.
- ii. Under the limited warranty in this Section 5, we warrant that during the Specific Warranty Period the Powder Coat Products will not: (1) crack, check, peel, or otherwise lose adhesion in excess of industry tolerances; nor (2) change color in excess of industry tolerances.
- iii. The limited warranty in this Section 5 only applies to a Powder Coat Product that is installed within the continental United States and has been exposed to normal weather and atmospheric conditions.

### c. WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

- i. With respect to any defective Powder Coat Product during the Specific Warranty Period, and upon verification of your warranty claim, we will, in our sole discretion, repair, replace, or provide a refund for such Powder Coat Product (or the defective part) free of charge, up to the following amounts:
  1. 50% of the price listed in the applicable product quote for the affected Powder Coat Product during the first half of the Specific Warranty Period;
  2. 40% of the price listed in the applicable product quote for the affected Powder Coat Product during the sixth year of the Specific Warranty Period;
  3. 30% of the price listed in the applicable product quote for the affected Powder Coat Product during the seventh year of the Specific Warranty Period;
  4. 20% of the price listed in the applicable product quote for the affected Powder Coat Product during the eighth year of the Specific Warranty Period; or
  5. 10% of the price listed in the applicable product quote for the affected Powder Coat Product during the ninth year of the Specific Warranty Period.
- ii. If, in our sole discretion, repair or replacement is not possible or reasonable, we may provide a refund up to the amounts described above.
- iii. We reserve the right to recall more Powder Coat Product than what is noted by you to be of concern as required if a defect is found to be pervasive.
- iv. Although we will pay for shipping and handling fees to return the repaired or replacement Powder Coat Product to you, please note that access, labor, packaging for return shipment to us, and any other costs or loss of profits that you incur are not covered by this limited warranty.

## 6. Extended Warranty for Parasoleil Aluminum Products with a Custom Finish

Extended custom finish warranties, as defined in section 6, must be approved by Parasoleil and be included on the signed project quote or an approved change order.

### a. WHAT IS THE PERIOD OF COVERAGE?

- i. For purposes of this Section 6 only, **"Specific Warranty Period"** means the period of time beginning on the date that the Custom Finished Product (as defined in Section 6.b.i) is delivered to you and ending on that date that is ten (10) years thereafter.
- ii. You acknowledge and agree that the Specific Warranty Period will not be extended if we repair, replace, or provide a refund for the Custom Finished Product, and any replacement Custom Finished Product is subject to the warranty terms which are applicable at the time of the replacement. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

### b. WHAT DOES THIS WARRANTY COVER?

- i. The limited warranty in this Section 6 covers Parasoleil aluminum products finished in a custom finish (as indicated on the applicable product quote) (the **"Custom Finished Product(s)"**). For the avoidance of doubt, the term "Custom Finished Product" does not include any items with a base material other than aluminum, or any Powder Coat Products or Anodized Products.
- ii. Under the limited warranty in this Section 6, we warrant that during the Specific Warranty Period the Custom Finished Products will not: (1) crack, check, peel, or otherwise lose adhesion in excess of industry tolerances; nor (2) change color in excess of industry tolerances.

- iii. The limited warranty in this Section 6 only applies to a Custom Finished Product that is installed within the continental United States and has been exposed to normal weather and atmospheric conditions.

c. WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

- i. With respect to any defective Custom Finished Product during the Specific Warranty Period, and upon verification of your warranty claim, we will, in our sole discretion, repair, replace, or provide a refund for such Custom Finished Product (or the defective part) free of charge, up to the following amounts:
  - 1. 50% of the price listed in the applicable product quote for the affected Custom Finished Product during the first half of the Specific Warranty Period;
  - 2. 40% of the price listed in the applicable product quote for the affected Custom Finished Product during the sixth year of the Specific Warranty Period;
  - 3. 30% of the price listed in the applicable product quote for the affected Custom Finished Product during the seventh year of the Specific Warranty Period;
  - 4. 20% of the price listed in the applicable product quote for the affected Custom Finished Product during the eighth year of the Specific Warranty Period; or
  - 5. 10% of the price listed in the applicable product quote for the affected Custom Finished Product during the ninth year of the Specific Warranty Period.
- ii. If, in our sole discretion, repair or replacement is not possible or reasonable, we may provide a refund up to the amounts described above.
- iii. We reserve the right to recall more Custom Finished Product than what is noted by you to be of concern as required if a defect is found to be pervasive.
- iv. Although we will pay for shipping and handling fees to return the repaired or replacement Custom Finished Product to you, please note that access, labor, packaging for return shipment to us, and any other costs or loss of profits that you incur are not covered by this limited warranty.

## 7. Extended Pass-Through Warranties

Extended Pass-Through warranties, as defined in section 7, must be approved by Parasoleil and be included on the signed project quote or an approved change order.

- a. We agree to pass through to you all applicable warranties provided by our third-party vendors ("**Third-Party Warranties**") in connection with any warranties that you purchase for a twenty (20) year term, to the extent permitted by the terms and conditions of such Third-Party Warranties.

## 8. What Do These Warranties Not Cover?

- a. The warranties listed in Sections 1-7 do not cover any damage due to:
  - i. damage incurred during shipment;
  - ii. your failure to store the Product, Powder Coat Product, Anodized Product, or Custom Finished Product in a protected and dry location until installation;
  - iii. improper use or mishandling of the Product, Powder Coat Product, Anodized Product, or Custom Finished Product;



- iv. failure to follow the instructions related to the Product, Powder Coat Product, Anodized Product, or Custom Finished Product or to perform the quarterly preventative maintenance in accordance with guidelines described in AAMA 609, and the Parasoleil Care and Maintenance Guidelines as they appear on our website;
  - v. modifications to the Product, Powder Coat Product, Anodized Product, or Custom Finished Product, beyond installing fasteners which were provided by us according to our guidelines;
  - vi. unauthorized repair of the Product, Powder Coat Product, Anodized Product, or Custom Finished Product;
  - vii. exposure to harmful fumes, cement dust, falling sand, animal waste or its decomposition by-products, dust particles and other foreign substances in the air, chemical fumes, chemical sprays and installations exposed to constant or direct spraying of either salt or fresh water;
  - viii. fire, other accident or casualty, vandalism, radiation, falling objects, explosions, riots, or acts of God; and
  - ix. damage caused by use of unsuitable fasteners or flashings.
- b. We do not warrant matching of color, grain, or texture of the Product, Powder Coat Product, Anodized Product, or Custom Finished Product except to within commercially acceptable standards.
  - c. Our ability to provide the limited warranties listed in Sections 1-7 is subject to our compliance at all times with local building codes, usage, and site conditions, whether disclosed or not.
  - d. Further, the limited warranties listed in Sections 2-7 do not apply to installations of Products, Powder Coat Products, Anodized Products, or Custom Finished Products within 5 miles of a seacoast, saltwater, or other brackish water environment.
  - e. Finally, we do not provide any warranties related to any components of the Product, Powder Coat Product, Anodized Product, or Custom Finished Product which were not designed, fabricated, or manufactured by us ("**Third-Party Components**"), including but not limited to your materials, certain fasteners, and ParaClad-Lite (whether or not such Third-Party Components were supplied by us). We shall have no liability or responsibility to you for the Third-Party Components, including the quality or performance of the Third-Party Components.

## 9. How Do You Obtain Warranty Service?

- a. To obtain warranty service, you must:
  - i. provide us with a verified log of compliance with all Parasoleil Care and Maintenance Guidelines, as they appear on our website from time to time; and
  - ii. call (303) 589-4524 or email [info@parasoleil.com](mailto:info@parasoleil.com) during the General Warranty Period or Specific Warranty Period that applies to the applicable Product, Powder Coat Product, Anodized Product, or Custom Finished Product, to obtain a Defective Merchandise Authorization ("**DMA**") number. No warranty service will be provided without a DMA number.
- b. Do not uninstall, alter, refinish, or ship the Product, Powder Coat Product, Anodized Product, or Custom Finished Product to us without first receiving verification from us of the warranty claim, and a DMA. Any action taken to uninstall, alter, refinish, or ship the Product, Powder Coat Product, Anodized Product, or Custom Finished Product without our prior written confirmation of the warranty claim will void this limited warranty.

## 10. Limitation of Liability

- a. **THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.**



- b. **SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

**11. Sole and Exclusive Warranty**

- a. THE ABOVE LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE PRODUCT, POWDER COAT PRODUCT, ANODIZED PRODUCT, OR CUSTOM FINISHED PRODUCT DELIVERED UNDER A PRODUCT QUOTE. No oral or written information or advice given by our dealers, representatives, distributors, employees, or agents shall in any way extend, modify, or add to the foregoing limited warranty.