SunSpaces

Limited Warranty (Residential)

Statement of Warranty: This warranty is given to the original consumer purchaser ("Purchaser") of SunSpaces Verandas & Glass Rooms and associated accessories (individually and collectively with the Veranda & Garden Room Materials, the "SunSpaces Products").

Greensquares Products Limited ("SunSpaces") warrants to Purchaser that, for a period of ten (10) years for the aluminium structure for Verandas: Aspire Lite and Horizon and Glass Rooms: Panorama Lite and Dynamic and for a period of fifteen (15) years for Verandas: Aspire, Aspire+, Avant-Garde and Ultra and Glass Rooms: Panorama, Panorama, Panorama+, Vogue, Prestige and Vista from the date of the original consumer purchase (the "Term"), under normal use and service conditions, that the aluminium structure will be free from material defects in workmanship and materials. Glass is excluded from the warranty. All warranties are subject to the exclusions, limitations and restrictions set forth below.

Obtaining Warranty Performance: If Purchaser discovers a defect in the SunSpaces products during the Term, Purchaser must, within thirty (30) days from the discovery of the alleged defect but no later than the end of the Term, notify SunSpaces in writing, at the following address: Greensquares Products Ltd (SunSpaces), Unit B, Abercanaid Industrial Estate, Merthyr Tydfil CF48 1YL. Purchaser must include in this notification proof of purchase and a statement explaining the defect. SunSpaces may request additional information. After reviewing all information, SunSpaces will make a determination regarding the validity of such claim. If SunSpaces determines that Purchaser's claim is valid, SunSpaces will, at its option, either replace the defective SunSpaces materials or refund the portion of the purchase price paid by Purchaser for such defective SunSpaces materials (not including the cost of its initial installation).

The foregoing remedies are the SOLE AND EXCLUSIVE REMEDY FOR BREACH OFANY WARRANTY.

Transfer of Warranty: This warranty may be transferred one (1) time, within the five (5) year period beginning from the date of original purchase by Purchaser, to a subsequent buyer of the property upon which the SunSpaces products were originally installed.

Exclusions from Warranty Coverage: SunSpaces does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any product failure, product malfunction, or damages attributable to: (1) improper installation of the SunSpaces products and/or failure to abide by SunSpaces installation guidelines (should SunSpaces products be installed by Purchaser's own contractor), including but not limited to (2) use of the SunSpaces products beyond normal residential use, or in an application not recommended by SunSpace guidelines and local building regulations; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which the SunSpaces products are installed; (4) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), or staining from foreign substances (such as dirt, grease, oil, etc.); (5) variations or changes in colour of the SunSpaces products; (6) normal weathering due to exposure to sunlight, weather and atmosphere which can cause coloured surfaces to, among other things, chalk, or accumulate dirt or stains; or (7) improper handling, storage, abuse or neglect of the SunSpaces products by Purchaser, the transferee or third parties. Purchaser is solely responsible for determining the effectiveness, fitness, suitability and safety of the SunSpaces products in connection with their use in any particular application.

Limitations: DISCLAIMER OF WARRANTIES: EXCEPT FOR THE EXPRESS WRITTEN WARRANTY CONTAINED HEREIN, SUNSPACES MAKES NO OTHER WARRANTIES, GUARANTEES OR INDEMNITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, USAGE OF TRADE, CUSTOM OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES, GUARANTEES, GUARANTEES AND INDEMNITIES ARE HEREBY DISCLAIMED, OVERRIDDEW AND EXCLUDED FROM THIS TRANSACTION. LIMITATION OF REMEDIES AND EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES: SUNSPACES LIABILITIES ARE LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY UNDERTAKEN HEREIN, AND UNDER NO CIRCUMSTANCES WILL SUNSPACES BE LIABLE OR OBLIGATED FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, LOSS OF GOODWILL, USE OF MONEY, USE OF GOODS, STOPPAGE OF WORK, OR IMPARMENT OF ASSETS), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, FRAUD, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY INT OR OTHERWISE, EXCEPT AND ONLY TO THE EXTENT THIS LIMITATION IS SPECIFICALLY PRECLUDED BY APPLICABLE LAW OF MANDATORY APPLICATION. SUNSPACES LIABILITY WITH RESPECT TO DEFECT TO DEFECT TO DEFECT.

Miscellaneous: This writing is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. This warranty may not be altered or amended except in a written instrument signed by Greensquares Products Ltd (SunSpaces) and Purchaser or permitted transferee. No agent, employee or any other party is authorised to make any warranty in addition to that made in this agreement and Greensquares Products Ltd (SunSpaces) shall not be bound by any such statements other than those contained in this warranty. This warranty shall only be applicable and enforceable in the United Kingdom. This warranty is effective for consumer purchases made on or after January 1, 2007.



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