

CORRADI USA, INC. ALL SYSTEMS WARRANTIES

Non-Transferable Limited Warranty

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This Limited Warranty (the "Warranty") covers each product ("Corradi Product") manufactured by Corradi USA Inc. ("CORRADI") or assembled from components ("Corradi Components") manufactured by CORRADI, for the applicable warranty period hereinafter stated. By purchasing a Corradi Product, the end-user agrees to be bound by the terms of the Warranty.

If a Corradi Product or Corradi Component is defective in material or workmanship within the warranty period applicable to it, CORRADI will repair or replace, at CORRADI's sole discretion, the defective product or component. CORRADI's obligation does not include labor or shipping costs, which are the responsibility of the end-user. CORRADI reserves the right to issue a cash refund in an amount equal to the cost of repair or replacement in lieu of repair or replacement.

WARRANTY PERIODS

Base Warranty Period

Except as otherwise expressly stated herein, the warranty period for a Corradi Product or a Corradi Component is one (1) year.

Specific Warranty Periods

Each of the following products and components has the warranty period set forth opposite it:

Individual standard components such as extrusions, profiles, sheet metal, parts, and accessories made of aluminum, die-cast aluminum, stainless steel, steel, PVC, plastic, nylon, etc. (excluding custom parts)	Warranty period extends as long as the initial end-user owns the product. Warranty terminates if the original end-user sells or otherwise transfers the product.
Metal finishes (powder coated or painted exposed surface of aluminum and steel components)	5 years against corrosion and cosmetic deterioration under normal conditions
Glulam wood beams	10 years against delamination only (no warranty on the stained or painted finishes applied)
Pergotenda® moving assembly (end caps with ball bearings, carriers, reinforced steel transmission belt, drive shaft and drive shaft connections)	Warranty period extends as long as the initial end-user owns the product. Warranty terminates if the original end-user sells or otherwise transfers the product.
Exterior and interior solar shades steel cables, steel cable tensioners, brackets and gaskets	5 years
Retractable arms brackets (F/R), wall, ceiling and roller tube brackets, gudgeons, gears, gear handles	Warranty period extends as long as the initial end-user owns the product. Warranty terminates if the original end-user sells or otherwise transfers the product.

GENERAL TERMS AND CONDITIONS

The Warranty applies only to the initial end-user of the Corradi Product and may not be transferred or assigned.

If Corradi requires that the Corradi Product be assembled or installed by a qualified installer, an applicable warranty period begins on the date of substantial completion of assembly or installation.

If Corradi does not require that a Corradi Product be assembled or installed by a qualified installer, an applicable warranty period begins on the end-user's invoice date.

CORRADI reserves the right to inspect the product or component involved in any warranty claim.

Any claim under the Warranty must be made in writing, within 30 days following the date on which the claim arises, and must be accompanied by a copy of the end-user's original invoice and proper documentation (photos, video, written description, etc.) to support the claim.

Repair or replacement of a part or product pursuant to the Warranty shall not have the effect of extending a warranty period.

No person or entity (including any CORRADI distributor, representative or employee) is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

All disputes arising from this Warranty are governed by the laws of the State of Texas, and any action to enforce the Warranty must be initiated in Denton County, Texas.

THE WARRANTY IS VOID IF:

- » CORRADI has not been paid in full for the CORRADI Product, and/or in accordance with any payment terms, prior to a warranty claim.
- » Any changes, modifications, additions or attachments are made to a Corradi Product without the prior written consent of CORRADI.
- » Any components used in, or used to assemble or install, a Corradi Product are not Corradi Components, components supplied by CORRADI, or components approved in writing by CORRADI.
- » The Corradi Product is assembled or installed by any person or entity other than CORRADI or the CORRADI distributor or dealer from whom the product was purchased, unless previously authorized in writing by CORRADI.

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THE WARRANTY DOES NOT COVER:

- » Any defect or damages arising out of or resulting from (a) failure to use the Corradi Product in strict compliance with published CORRADI specifications, including acceptable wind and weather conditions; (b) failure to clean and maintain the Corradi Product in compliance with published CORRADI specifications; (c) misuse, willful or intentional damage, vandalism, or chemicals; (d) any sign, object, fan, light fixture or other item being hung or suspended from a Corradi Product; (e) any Act of God (for example, hurricane, tornado, micro/macrobusts), including, but not limited to wind, ice, snow, or (f) accumulation of any kind of weight or heavy loads.
- » SEE "IMPORTANT WARNING AND DISCLAIMER Danger of Snow Loads and Weight Accumulation on Certain Corradi Products " (page 4 of 4 following this warranty page and also available for download at www.corradiusa.com/legal).
- » Weathering that occurs through normal use or normal wear and tear.
- » Marks or tears caused by intermediate tube supports (if applicable).
- » Dents or scratches.
- » Degradation (including corrosion, oxidation, rust, or chipping or peeling of paint) due to salt in the atmosphere or other environmental conditions.
- » The cost of labor to repair, or shipping or insurance during shipping of, any Corradi Product. If a Corradi Product is returned to CORRADI or the authorized dealer from which it was purchased or any other party authorized to repair Corradi Products, the product must be insured during shipment, with insurance and shipping costs prepaid by the sender.
- » Workmanship, repairs or services not performed by CORRADI, an authorized CORRADI dealer, or by a person or entity approved by CORRADI in writing in advance to perform the repairs or services.
- » Sun or wind sensors.
- » Electric motors and other electric and electronic parts. These items are covered by a separate manufacturer's limited warranty, and CORRADI will supply copies of such warranty upon request.
- » Clear vinyl or film materials.
- » Fabrics. These items are covered by a separate manufacturer's limited warranty, and CORRADI will supply copies of such warranty upon request.
- » CORRADI does not warrant that any particular color or fabric will be available for any period of time, and reserves the right to discontinue any color or product for any reason, without recourse to the purchaser or end-user.
- » Corradi Products purchased, assembled, or installed outside the Continental US, Hawaii, Alaska, US Provinces and Territories, Canada and Mexico unless CORRADI has given prior written approval to the effectiveness of the Warranty under those circumstances.
- » As more fully discussed in "IMPORTANT DISCLAIMER RELATED TO THE USE AND INSTALLATION OF CORRADI PRODUCTS" (page 3 of 4 following this warranty page and also available for download at www.corradiusa.com/legal) CORRADI expressly disclaims any responsibility or liability to (a) determine which Federal, state or local statutes, codes, ordinances, rules or regulations apply to the installation or use of any Corradi Product ("Applicable Law"); (b) assure that any Corradi Product complies with, or is used or installed in accordance with, Applicable Law; (c) determine which permits, licenses or other governmental or quasi-governmental authorizations are required by Applicable Law to use or install any Corradi Product ("Required Permits"); or (d) obtain or satisfy any Required Permit. Except to the extent otherwise expressly agreed by CORRADI in writing, each Corradi Product is sold without any warranty, express or implied, that the Corradi Product complies with the Applicable Law in any location or jurisdiction.

WARRANTY AND LIABILITY LIMITATIONS

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. CORRADI DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, CORRADI LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE RESPECTIVE WARRANTY PERIODS DESCRIBED HEREIN AND, AT CORRADI'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED HEREIN.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, CORRADI IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS), LOSS OF THE USE OF MONEY, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, LOSS OF REPUTATION, OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY. IN NO EVENT WILL CORRADI BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY CORRADI PRODUCT.

SOME STATES DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) LASTS. THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Warranty Service

To make a warranty claim, contact the CORRADI Authorized Dealer from whom the Corradi Product was purchased, or write to: **1433 W. Frankford Rd., Ste. 100, Carrollton, TX 75002** or email csr@corradiusa.com

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IMPORTANT DISCLAIMER RELATED TO THE USE AND INSTALLATION OF CORRADI PRODUCTS AND SYSTEMS

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Corradi USA Inc. ("Corradi") manufactures its products and systems (including Pergotenda® retractable screen, retractable awning, and sail awning systems) in accordance with published specifications and industry accepted best practices for use in a variety of settings around the world. Because Corradi Systems are often treated as structures, however, or because they attach to structures, they may require technical modifications to conform to local laws.

Except as hereinafter provided, Corradi expressly disclaims any responsibility or liability to (a) determine which Federal, state or local statutes, codes, ordinances, rules or regulations apply to the installation or use of any Corradi Product or System ("Applicable Law"); (b) assure that any Corradi Product or System complies with, or is used or installed in accordance with, Applicable Law; (c) determine which permits, licenses or other governmental or quasi-governmental authorizations are required by Applicable Law to use or install any Corradi Product or System ("Required Permits"); or (d) obtain or satisfy any Required Permit.

Each Corradi Product and Corradi System is sold without any warranty, express or implied, that the Corradi Product or Corradi System complies with the Applicable Law in any location or jurisdiction.

Corradi recommends that a potential end-user or other purchaser (including Corradi authorized distributors, dealers or installers), prior to finalizing the purchase of a Corradi Product or Corradi System, investigate and determine the Applicable Law that will affect the use or installation of the Product or System. This investigation should include, without limitation, review of building and zoning laws; seismic, load bearing and wind speed minimum requirements; fire codes; electrical, mechanical and engineering specifications; and occupancy, safety, and ADA compliance. The investigation should also include a determination of the Required Permits that must be procured for the use or installation of the Corradi Product or Corradi System, e.g., building permits and certificates of occupancy.

A pre-purchase investigation may involve submitting plans and specifications that incorporate the Corradi Product or Corradi System under consideration for purchase to professional consultants (including engineers, architects, electricians, and installers) and to applicable governmental or quasi-governmental agencies for approval and for issuance of any Required Permits. If and when requested, Corradi may furnish certain documents (such as generic structural calculations, drawings, specifications, and mechanical and technical features) that may be helpful in this process.

The pre-purchase investigation will facilitate the assessment of any additional costs that may arise, or delays that may ensue, by reason of modifications and adjustments needed to cause the Corradi Product or Corradi System to conform to Applicable Law and to enable the issuance and/or satisfaction of Required Permits.

In the absence of a separate agreement signed by Corradi in respect of a specific Corradi Product or System, the following terms shall apply, whether such product or system is purchased direct from Corradi or from one of its distributors or from another seller:

1. Corradi will not conduct or cause to be conducted any investigation, study or evaluation, or render any technical assistance, or modify any design or Product or System, or otherwise undertake any effort or incur any cost or expense,
 - » to determine if a Corradi Product or Corradi System can be used or installed without being in violation of any Applicable Law;
 - » to determine what may be necessary to bring a Corradi Product or a Corradi System or its use or installation into compliance with Applicable Law;
 - » to cause any Corradi Product or Corradi System, or use or its installation, to comply with Applicable Law;
 - » to determine which, if any, Required Permits may be necessary for the use and installation of a Corradi Product or Corradi System;
 - » to determine if a Required Permit has been or will be procured or satisfied; or
 - » to obtain or satisfy any Required Permit.
2. Corradi will not be responsible for or pay or incur any costs, expenses, or damages arising out of or in connection with
 - » the failure of a Corradi Product or Corradi System, or its use or installation, to conform to Applicable Law;
 - » any delays resulting from the failure of a Corradi Product or Corradi System, or its use or installation, to conform to Applicable Law; or
 - » any delays resulting from the need to obtain or satisfy any Required Permit to install or use a Corradi Product or Corradi System.

The foregoing terms and conditions apply to each Corradi Product and Corradi System, irrespective of the time at which it may be determined that the use or installation of the Product or System does not comply with Applicable Law or that certain Required Permits must be obtained or satisfied for its use or installation, and even if the purchase of the Product or System has been completed or its installation begun or completed.

Corradi reserves the right to refuse, abandon, suspend or cancel at any time any order, even if the order was previously accepted or partially performed, if a determination is made that the order covers a Corradi Product or Corradi System for which technical assistance by Corradi is necessary, or modification of the Product or System by Corradi is required, to bring the Product or System into compliance with Applicable Law or to obtain or satisfy a Required Permit, unless an agreement is signed by Corradi to provide such assistance or modification and full payment to Corradi for such assistance or modification has been made or assured, or if Corradi determines in its sole discretion that the Product or System cannot be modified in a commercially practicable manner.

By authorizing or submitting a purchase order for a Corradi Product or Corradi System, or by entering into any agreement to purchase a Corradi Product or Corradi System, the end-user or other purchaser (including Corradi authorized distributors, dealers or installers) of the Corradi Product or a Corradi System unconditionally accepts without limitation all of the terms and conditions set forth herein.

IMPORTANT WARNING AND DISCLAIMER

Danger of Snow Loads and Weight Accumulation on Corradi Pergotenda® Units

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Corradi Pergotenda® systems have been installed all over the world, from cold regions like Norway or Saskatchewan to the hottest ones, like Saudi Arabia, UAE and the Arizona desert.

Pergotenda® systems have created a new standard for outdoor living, whether commercial or residential, creating the opportunity for any patio, balcony or terrace to be enjoyed year-round, protected from high winds, heavy rains and bright sunshine.

However, even though Corradi certifies and guarantees its Pergotenda® systems to withstand many different wind conditions, and has detailed structural calculations that demonstrate the significant strength of Pergotenda® over other retractable canvas roof cover available, **Corradi Pergotenda® Systems are not designed to support any accumulation of snow or any other weighted substance that might form or fall on its deployed canvas roof or awning.**

Therefore, the following information and very important disclaimers apply to each Corradi Pergotenda® System:

- 1. Corradi hereby disclaims any warranty, express or implied, that any Pergotenda® System is suitable for use under conditions that may result in the accumulation of snow or any other weighted substance on a deployed canvas roof or awning.**
2. Corradi will not be responsible for or pay or incur any costs, expenses, or damages arising out of or in connection with any accumulation of snow or any other weighted substance on a deployed Pergotenda® System canvas roof or awning.
3. It is the sole responsibility of the end user of a Pergotenda® System to assure that the retractable canvas roof or awning **IS FULLY RETRACTED** in presence of snow and to assure that no snow or other weighted substance is permitted to accumulate on the retractable roof or awning.
- 4. Under no circumstances will Corradi honor any type of warranty on Pergotenda® Systems for damage or injury arising from or in connection with the accumulation of snow or any other weighted substance on a deployed Pergotenda® System canvas roof or awning.**
5. By authorizing or submitting a purchase order for a Corradi Product or Corradi System, or by entering into any agreement to purchase a Corradi Product or Corradi System, the end-user or other purchaser (including distributors, dealers or installers) of the Corradi Product or a Corradi System unconditionally accepts without limitation all of the terms and conditions set forth herein.

Please contact your local Corradi Authorized Dealer and refer to the full Corradi Limited Warranty, General Terms and Conditions form and User Manuals for additional useful information regarding Corradi Pergotenda® and the other solar protection products that are part of the Corradi USA line.

Our sincere thanks you for your attention, patronage and interest in our products.

The Corradi USA Team