



# SOLA's 5 Year Limited Warranty – Butterfly Awning and Y-Awning

SOLA Industries LLC (2023) warrants that the SOLA Outdoor Butterfly Awning and SOLA Outdoor Y-Awning (each, the “Product”) will be free from defects in material or workmanship for a period of 5 years (5 years for frame; 3 years for motor, solar power system, electronics, and movable parts; 2 years for fabric) from the original date of purchase subject to the definitions, terms and conditions contained in this warranty.

## 1. Conditions

1.1 SOLA offers a 5-year structural warranty, a 5-year frame warranty, a 3-year warranty for the motor, solar power system, electronics, and movable parts, and a 2-year warranty for the fabric. Your original receipt serves as a warranty certificate. The warranty is only valid for the original purchaser and cannot be transferred to any subsequent owners of the property on which the product has been installed. This warranty covers defects in materials and workmanship that are present at the time of purchase. It does not cover damage caused by:

- Normal wear and tear (including cosmetic scratches, dents, and normal fabric aging or fading)
- Misuse, abuse, or vandalism
- Unauthorized modification or use of non-SOLA parts/accessories
- Damage due to differences in electrical voltage, improper charging, or improper wiring
- Inappropriate installation or reinstallation, including mounting to non-structural surfaces or improper fasteners/bracket spacing
- Abnormal conditions, such as unusual pressure, temperature, or salty/coastal environments
- Extreme weather, including but not limited to hail, storm, tornado, hurricane, blizzard, flood, or fire effects
- Operating the awning in unsafe conditions (for example, leaving it extended during high wind, heavy rain, or storms)
- Water pooling (“water bagging”) or damage caused by standing water on the fabric
- Labor costs for removal, reinstallation, disassembly, lifts/scaffolding, permits, or travel (unless expressly stated on your invoice)

1.2 The warranty is void if the product is not used and maintained properly. Please read the instruction manual for more information. Retractable awnings are shade products and must be retracted during high wind, heavy rain, storms, and when unattended.

## 2. Claims and Notifications

2.1 Every warranty claim must be notified in writing to SOLA within 30 days after the discovery of the defective product, enclosing the original sales receipt and this warranty.

2.2 The claimant must allow SOLA to inspect the product involved and the installation site itself while the product is still in its original position and has not been removed or moved or altered in any way and/or return the product to SOLA for testing.

2.3 SOLA reserves the right to investigate independently the cause of any failure.

## 3. Compensation

3.1 If a claim under this Warranty is properly notified and approved by SOLA, SOLA will provide a replacement product or part/s, or repair/replace the defective component at SOLA's discretion.

3.2 Warranty disclaimer: SOLA's liability under this warranty is limited to the repair or replacement of the defective product or parts. We are not liable for any incidental or consequential damages, including but not limited to lost profits, lost revenue, loss of use, or personal injury.

3.3 If a replacement is needed and the model or color is no longer available (for example, from an older collection), we reserve the right to replace the defective item with a similar product. In principle, each replacement applies to the defective part or piece of the Product, not to the entire system. A repair, refinish, or replacement does not affect the original warranty period.

## 4. General Conditions and Limitations

4.1 OTHER THAN HAS BEEN SPECIFICALLY STATED IN THIS WARRANTY, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED SO FAR AS THE LAW PERMITS.

4.2 EXCEPT WHERE WE HAVE SPECIFICALLY STATED IN THIS WARRANTY, SOLA SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES THE PURCHASER SUFFERS DIRECTLY, INDIRECTLY, OR AS A CONSEQUENCE OF USING, OR IN ANY OTHER WAY CONNECTED TO THE PRODUCT.

4.3 IF SOLA IS PROHIBITED UNDER ANY APPLICABLE LAW FROM EXCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RELATION TO THE PRODUCT, THE DURATION OF ALL SUCH IMPLIED WARRANTIES IS EXPRESSLY LIMITED TO THE DURATION OF THIS WARRANTY OR, IF LONGER, THE MAXIMUM PERIOD REQUIRED BY APPLICABLE LAW.

4.4 THE PURCHASER IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE HANDLING, STORAGE, ASSEMBLY, INSTALLATION OR USE OF THE PRODUCT IS SAFE AND APPROPRIATE IN ANY LOCATION, FOR ANY GIVEN APPLICATION OR IN ANY GIVEN CIRCUMSTANCE. SOLA IS NOT RESPONSIBLE FOR ANY DAMAGES OR INJURY TO THE PURCHASER, ANY OTHER PERSON OR ANY PROPERTY RESULTING FROM THE IMPROPER HANDLING, STORAGE, INSTALLATION, ASSEMBLY OR USE OF THE PRODUCT OR THE FAILURE TO FOLLOW THE WRITTEN INSTRUCTIONS REGARDING THE HANDLING, STORAGE, INSTALLATION, ASSEMBLY AND USE OF THE PRODUCT.

4.5 UNLESS OTHERWISE EXPRESSLY INDICATED BY SOLA, THE PRODUCT IS INTENDED FOR NORMAL RESIDENTIAL AND COMMERCIAL USE ONLY. SOLA IS NOT RESPONSIBLE FOR ANY LOSS, DAMAGE, COST OR EXPENSE RESULTING FROM ANY USE OF THE PRODUCT FOR ANY PURPOSE THAT IS NOT RECOMMENDED BY THE WRITTEN INSTRUCTIONS OR THAT IS NOT PERMITTED BY ANY APPLICABLE LEGISLATION OR OTHER CODES IN EFFECT IN THE LOCATION WHERE THE PURCHASER WILL USE THE PRODUCT.

4.6 PLEASE NOTE: PROPERLY ANCHORING/FASTENING THIS PRODUCT TO A STRUCTURALLY SOUND SURFACE IS ESSENTIAL TO ITS STABILITY AND SAFE OPERATION. INSTALLATION MUST FOLLOW THE SOLA INSTALLATION MANUAL FOR THIS WARRANTY TO BE VALID.