

SOLAIR® POWER SCREEN LIMITED WARRANTY

1. Warranty. Trivantage, LLC, a North Carolina corporation, warrants the Solair Power Screen to be free from defective materials and workmanship, when properly maintained and under normal use and service, for a period of ten years following delivery. Should the product prove defective within this warranty period, Trivantage will repair or replace the defect, at Trivantage's option. Trivantage does not warrant the fabrics, motors or electronics used for such screens. Rather, all fabrics, motors and electronics are warranted by the manufacturer and not directly by Trivantage. Trivantage will supply copies of such warranties upon request. Notwithstanding that Trivantage does not directly warrant the fabric, Trivantage will at its election, either pay the labor cost at no charge to the original purchaser to replace any such fabric itself during the period of the fabric warranty. Notwithstanding that Trivantage does not directly warrant motors and electronics, Trivantage will manage the replacement of warranted motors and/or electronics on behalf of Purchaser.

2. Purchaser's Duties. The Purchaser shall give written notice to Trivantage, of any alleged failure of the screen system within this limited warranty period, no later than 15 days after the Purchaser learns of such failure.

3. Disclaimer and Exclusion of Warranties. There is no express or implied warranty, representation or condition of any kind (including without limitation warranty of merchantability or of fitness for use) except for the express warranty in paragraph 1 of this Limited Warranty, and no further warranty shall be implied by law.

4. Exclusion. This warranty and all of Trivantage's obligations stated herein shall not apply to:

- (a) any repairs or alterations made without the prior approval of Trivantage, or one of its representatives;
- (b) any screen damaged by misuse, abuse, vandalism, or accident, or Act of God;
- (c) installation of replacement screen or parts, unless done by a Trivantage representative;
- (d) any freight costs to ship product to or from our factory in North Carolina.

5. Limitation of Liability. It is understood and agreed that Trivantage's liability, whether in contract, tort, under any warranty, in negligence or otherwise, shall be limited to the undertaking set out above in paragraph 1 of this Limited Warranty, and under no circumstances shall Trivantage be liable for special, indirect or consequential damages. The price stated for the items purchased is a consideration in limiting Trivantage's liability.

6. Limitation of Actions. No action for breach of warranty shall be commenced by the Purchaser more than one year after the accrual of the alleged cause of action.

7. Governing Law. This warranty, and the rights and duties of the parties under it, shall be governed by the laws of the State of North Carolina.