

Equinox Louvered Roof Manufacturer's Warranty

OmniMax International, Inc. d/b/a Amerimax Home Products (hereinafter referred to as "Amerimax") provides the following limited material warranty for the Equinox® Louvered Roof which is installed at the location shown on this warranty certificate. This warranty is subject to limitations, exclusions and conditions as detail in this warranty certificate.

- The louvers and all support components (beams, gutters and posts) are warranted for twenty (20) years from the date on installation against defects in materials and workmanship under normal use and service.
- The finish on the louvers and all support components will not chip, peel, flake or blister under conditions of normal wear for the twenty (20) years from the date of installation under normal outdoor atmospheric conditions, subject to any exclusions or limitations of the pass-through warranty provided by the paint manufacturer on this product.
- The power components (motor, solar panel, link bar, electronic controls) are warranted for three (3) years (parts replacement only) from the date of installation. Batteries are warranted for one (1) year from date of installation.
- All accessories that are sold with Equinox will be subject to the manufacturer's provided warranty and Amerimax does not provide any additional warranty on those accessory products or any warranties on
- This warranty is offered only to the original retail purchaser and is not transferable.
- The warranty only applies to manufacturing defects in the products. Steel products are not warranted against rust. The warranty covers residential and commercial applications. Amerimax does not warrant the product if the product is modified or altered in any manner that is not consistent with the original installation instructions.

Claims Procedure

To make a warranty claim, you must fill out a warranty claim form at www.equinoxroof.com/resources within 30 days of discovering the claimed defect. This written notification must include a description of the defect, the address of the installed product, plus the date of installation, and the name and address of the contractor who installed the product. As Amerimax must have a reasonable opportunity to inspect the claim, do not begin any repairs prior to said inspection or the terms of the warranty could be voided.

- 1) If, after inspection by Amerimax it is determined that said defect is covered by the warranty, Amerimax shall have one hundred twenty (120) days to deliver to you a refund, repair, or new products to remedy the defective product as follows:
- 2) During the first (1) year of installation, Amerimax has the option to repair, refinish, or replace the defective product at no cost to the homeowner, except for power components.
- 3) From the second (2) year through the twentieth (20) year, Amerimax has the option to repair, refinish, or replace defective product, but the homeowner is responsible for the labor and product shipping charges.

Amerimax shall not be liable for any shipping, labor, removal, or installation costs to remedy the defective products following the first year of the warranty period. In no event shall Amerimax's obligations exceed the original fully installed purchase price.

Exclusions and Limitations

Amerimax does not warrant the qualifications of the person installing its products. Also, this warranty does not cover installation or any consequences of faulty installation, normal weathering, chalking, fading, corrosive atmosphere contaminated with chemical fumes or salt, or any act of God, explosions or other causes beyond the control of Amerimax. This warranty does not cover the louvers being weather tight.

It is important that the homeowner follows the Care and Cleaning Instructions outlined in this Warranty. Amerimax does not warrant when aggressive environmental conditions are manifested. That includes, but not limited to, black streaking on the beams and louvers.

This warranty shall not be valid or enforceable unless it is registered with Amerimax within thirty (30) days after completion of the original installation of the product covered hereby and registered by filling out the warranty form at www.equinoxroof.com/resources.

Amerimax reserves the right to discontinue and make changes in any of its products. In the event that products covered by this warranty are not available, Amerimax shall have the right to substitute products that in Amerimax's discretion are of comparable grade, quality, or price. This limited warranty only applies to products erected within the continental United States and Canada.

AMERIMAX MAKES NO WARRANTY THAT THE GOODS SHALL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE, NOR DOES AMERIMAX MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, EXCEPT AS EXPRESSLY SET FORTH HEREIN. AMERIMAX SHALL NOT BE RESPONSIBLE OR LIABLE TO THE OWNER OR TO ANY THIRD PARTY FOR ANY LOST PROFITS OR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR CONTINGENCY DAMAGES OR LOSSES FOR ANY BREACH OF WARRANTY OR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, THE PRODUCTS FOR ANY PURPOSE WHATSOEVER. AMERIMAX'S TOTAL CUMULATIVE LIABILITY UNDER THIS LIMITED WARRANTY IS LIMITED TO THE ORIGINALLY FULLY INSTALLED PURCHASE PRICE FOR THE PRODUCT, EXCLUSIVE OF SALES TAX OR FEES.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and 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.