

## **4K ALUMINUM STRUCTURES LIMITED WARRANTY**

4K Aluminum Inc., Las Vegas, Nevada (hereinafter referred to as “4K”) provides the following limited material warranty for 4K Pergola Systems and 4K Pergo-Soleil. Subject to the conditions and limitations listed herein, 4K Aluminum Inc. (hereinafter “4K”) warrants 4K Pergola Extruded aluminum products and 4K Pergo-Soleil panels to be free from material defects in workmanship and materials. This limited warranty covers workmanship and materials for 20 years from the date of installation. This limited warranty is void if the warranted good moved from the location listed on the warranty certificate and covers only normal and proper use. This limited warranty does not cover damage caused by misuse.

This warranty extends only to the original purchaser and is nontransferable. This warranty does not cover the cost of installing any product, the cost of removing or disposing of any product, or the cost of installing any replacement product furnished under the terms of the warranty. 4K does not warrant or guarantee that any aluminum parts provided under this limited warranty will match the originals in color or pattern. 4K reserves the right to discontinue or modify any product line or color without notifying the original purchaser. If the original product is not available, we retain the right to choose to provide replacement material of equal value or quality.

The lifetime coverage of this warranty only covers products used on residential or commercial property where the owner resides, during the owner’s lifetime. The warranty period for products installed on property that is not residential property where the owner resides, including but not limited to schools, condominiums, apartment buildings, and rental property – or on property owned by other owners including but not limited to corporations, government agencies, partnerships, trusts, religious organizations, and cooperatives will be twenty (20) years following the installation of the aluminum products and is limited to the original owner (non-transferable).

Powder coat warranty provided by Jotun International is a 20 year warranty against flaking and fading, limited to material replacement not installation labor, if any.

### **Exclusions**

4K shall not be liable for and this warranty does not apply to any failure, defect, or damage or expense resulting from or connected with the following:

Installation or handling of products after they leave our facility, including any lack of performance or improper performance in any way by the contractor or other installer;

Abnormal use of the products;

Heat or radiation;

The use of any product not manufactured by us;

Labor, transportation, or installation costs; color changes due to weathering or aging if the color change is even and equal when exposed to the same or similar sunlight and other environmental conditions because weathering will cause any colored surface to gradually lighten, darken, chalk, or accumulate dirt or stains (the severity of these conditions depends on air quality, the geographic location of the property, and other local conditions over which 4K has no control);

Anyone or anything other than 4K, including without limitation weathering, oxidation, mold, mildew, settling of the building, failure of the structure (including foundations and walls), use of incompatible accessories, fire, flood, lightning, ice, wind-borne objects, earthquake, hurricane, sun, cyclone, gale, tornado, weather of a catastrophic nature, acts of God, intentional acts, unreasonable use, misuse, physical abuse, vandalism, riot, insurrection or civil disorder, accidents, or corrosive atmospheres (such as those contaminated by acid rain, harmful chemicals, or vapors), or other defects not caused by 4K; or Ordinary wear and tear.