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### SCREEN INNOVATIONS NANO, VEIL AND ZEN SYSTEMS WARRANTIES

### Non-Transferable Limited Warranty

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

If a SI Product or SI Component is defective in material or workmanship within the warranty period applicable to it, SI will repair or replace, at SI's sole discretion, the defective product or component. SI's obligation does not include labor or shipping costs, which are the responsibility of the end-user. SI 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 Periods

Except as otherwise expressly stated herein, the warranty period for an SI Product or an SI Component is five (5) years.

### SPECIFIC WARRANTY PERIODS

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

Individual standard components such as accessories made of aluminum, die-cast aluminum, stainless steel, PVC, plastic, nylon, etc. (excluding custom parts). Metal finishes (powder coated or painted exposed surface aluminum and steel components). Exterior solar shades steel cables, steel cable

5 years against corrosion and cosmetic deterioration under normal conditions.

Gaskets, Brushes and Inserts

tensioners and brackets.

1 vear\*

Somfy Electric Motors

5 vears\*

Fabrics

5 years\*

### WARRANTY PERIODS

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

If SI, requires that the SI product be assembled or installed by a qualified installer, an application warranty period begins on the date of product shipment from SI.

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

SI 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 SI 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:

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

<sup>\*</sup>These items are covered by a separate manufacturer's limited warranty, and SI will supply copies of such warranty upon request.

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## SCREEN INNOVATIONS NANO, VEIL AND ZEN SYSTEMS WARRANTIES

### Non-Transferable Limited Warranty

### THE WARRANTY DOES NOT COVER

- Any defect or damages arising out of, or resulting from
  (a) failure to use the SI Product in strict compliance
  with published SI specifications, including
  acceptable wind and weather conditions; (b) failure to clean
  and maintain the SI Product in compliance with
  published SI 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 SI Product; (e) any Act of God (for
  example, hurricane, tornado, micro/macro bursts),
  including, but not limited to wind, ice, snow, or (f)
  accumulation of any kind of weight or heavy loads.
- Weathering that occurs through normal use or normal wear and tear.
- Dents or scratches.
- Degradation (including corrosion, oxidation, rust, or chipping or peeling of paint) due to salt in the atmosphere or other environmental conditions. Applies within 50 miles of these conditions.
- The cost of labor to repair, or shipping or insurance during shipping of, any SI Product. If a SI Product is returned to SI or the authorized dealer from which it was purchased, or any other party authorized to repair SI Products, the product must be insured during shipment, with insurance and shipping costs prepaid by the sender.
- Workmanship, repairs or services not performed by SI, an authorized SI dealer, or by a person or entity approved by SI in writing in advance to perform the repairs or services.
- Sun or wind sensors. Wired or wireless, and their performance or failure to detect acts of God.
- Electric motors and other electric and electronic parts.
   These items are covered by a separate manufacturer's limited warranty, and SI 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 SI will supply copies of such warranty upon request.
- SI 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.
- SI Products purchased, assembled, or installed outside the Continental US, Hawaii, Alaska, US Provinces and Territories, Canada and Mexico unless SI has given prior written approval to the effectiveness of the Warranty under those circumstances.
- SI 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 SI Product ("Applicable Law"); (b) assure that any SI 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 SI Product ("Required Permits"); or (d) obtain or satisfy any Required Permit. Except to the extent otherwise expressly agreed by SI in writing, each SI Product is sold without any warranty, express or implied, that the SI 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. SI 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, SI limits the duration and remedies of such warranties to the respective warranty periods described herein and, at SI's option, the repair or replacement services described herein.

Except as provided in this warranty and to the maximum extent permitted by law, SI 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 SI be liable for any amount greater than the purchase price for any SI 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 SI Authorized Dealer from whom the SI Product was purchased, or write to: B, 9715 Burnet Rd #400, Austin, TX 78758 or email sales@screeninnovations.com



## IMPORTANT DISCLAIMER RELATED TO THE USE AND INSTALLATION OF SI PRODUCTS AND SYSTEMS

Screen Innovations ("SI") manufactures its products and systems in accordance with published specifications and industry accepted best practices for use in a variety of settings around the world. Because SI 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, SI 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 SI Product or System ("Applicable Law"); (b) assure that any SI 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 SI Product or System ("Required Permits"); or (d) obtain or satisfy any Required Permit.

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

SI recommends that a potential end-user or other purchaser (including SI authorized distributors, dealers or installers), prior to finalizing the purchase of a SI Product or SI 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 SI Product or SI System, e.g., building permits and certificates of occupancy.

A pre-purchase investigation may involve submitting plans and specifications that incorporate the SI Product or SI 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, SI 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 SI Product or SI 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 SI in respect of a specific SI Product or System, the following terms shall apply, whether such product or system is purchased direct from SI or from one of its distributors or from another seller:

- 1. SI 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 SI Product or SI System can be used or installed without being in violation of any Applicable Law;
- to determine what may be necessary to bring a SI Product or a SI System or its use or installation into compliance with Applicable Law;
- to cause any SI Product or SI 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 SI Product or SI System;
- to determine if a Required Permit has been or will be procured or satisfied; or
- to obtain or satisfy any Required Permit.
- 2. SI 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 SI Product or SI System, or its use or installation, to conform to Applicable Law;
- any delays resulting from the failure of a SI Product or SI 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 SI Product or SI System.

The foregoing terms and conditions apply to each SI Product and SI 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.

SI 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 SI Product or SI System for which technical assistance by SI is necessary, or modification of the Product or System by SI 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 SI to provide such assistance or modification and full payment to SI for such assistance or modification has been made or assured, or if SI 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 SI Product or SI System, or by entering into any agreement to purchase a SI Product or SI System, the end-user or other purchaser (including SI authorized distributors, dealers or installers) of the SI Product or a SI System unconditionally accepts without limitation all of the terms and conditions set forth herein.