



## VisionGuard® Louver Limited Warranty

RoofScreen Mfg., Inc. ("Seller") warrants the louvers and louver systems sold under the brand name RoofScreen® or VisionGuard® ("Product[s]") sold to **name of buyer** ("Buyer") for the project named **project name** located at **project street, city, state, zip** ("Project") according to the provisions and conditions stated in this document.

### 1. Stipulations

- a. This warranty covers Products provided by Seller against failures as described in section 2.a & b, for coverage period as listed in section 5. The validity of the warranty is conditional upon the following:
  - i. Products have been transferred to Buyer with good title.
  - ii. Products have been transferred free from any damage or defects, and no written notice or claim from Buyer, and written acknowledgement from Seller exists, stating such damage or defects were present at time of legal transfer.
  - iii. Product must be installed in strict accordance with all details, specifications, calculations, span tables and instructions provided by Seller.
  - iv. Installation must be performed by professional contractor with a valid state contractor's license covering installations of such types of systems.
  - v. Buyer is required to inform Seller prior to purchasing the product that a warranty is required. Seller reserves the right to change the terms of this warranty based on conditions, environmental or other, in which the Products will be used.
  - vi. When Products are used in locations less than 1 mile from salt or brackish water, or exposed to any other unusual and harsh environmental condition, Buyer is required to perform annual maintenance of the Products in the form of a sweet water rinse (tap water) according to AAMA 610. Buyer is required to keep records of such maintenance for the warranty to be enforceable.
  - vii. Claims under this warranty must be delivered to Seller in writing within thirty (30) days from the date of discovery of the condition prompting the claim.

### 2. Coverage

- a. Base Materials:
  - i. Extruded aluminum base materials and stainless steel hardware (Louver Blades, clips, brackets and fasteners), exclusive of finish, are warranted against structural failure due to cracking, buckling, bending, tearing or corrosion arising under normal use and environmental conditions, for the applicable coverage period listed in section 5.a.

- b. Finish:
  - i. Thermoset Fluoropolymer paint coating, in standard color, will not fade, chalk, blister, peel or erode beyond performance standards per AAMA 2605 for the applicable coverage period listed in section 5.b.

### **3. Exclusions**

- a. Damage, corrosion or failure caused by faulty installation.
- b. Damage, corrosion or failure caused by disruption of the product coatings after delivery.
- c. Damage, corrosion or failure caused by improper handling and/or storage.
- d. Damage, corrosion or failure caused by modification, fabrication, cutting, trimming or forming after receipt of Products.
- e. Consequential damage to the interior, exterior or contents of the structure including but not limited to water damage regardless of cause.
- f. Damage, corrosion or failure caused by chemical attack.
- g. Damage, corrosion or failure caused by unusual environmental conditions including, but not limited to excessive moisture, humidity, salty or acidic conditions, or standing, misting or spraying water.
- h. Damage and consequential damage caused by extreme weather or seismic conditions (extreme conditions defined as those exceeding the design criteria set forth by local codes, and used in performing structural calculations for the Project).
- i. Damage and consequential damage caused by flood, fire, lightening, hail, “acts of God”, vandalism, civil disobedience, acts of war, negligence, misuse, abuse and other contingencies beyond the control of Seller.
- j. Damage caused by unauthorized attachments or modifications.
- k. Materials that are not part of the Louver System as described in 2.a.i, whether or not such materials are an integral part of the overall louver structure.
- l. Product that has been altered or used in ways inconsistent with Seller's printed specifications, installation instructions and project engineering documents.
- m. Products that have been disassembled or moved from their original installation.
- n. Labor or equipment to receive and replace Product covered under warranty.
- o. Transportation costs in connection with returned Product or delivery of replacement Product.
- p. Coatings that have been cleaned or treated with abrasive or chemical cleaners or compounds.
- q. Non-uniform color changes that result from unequal exposure to sunlight and/or the elements.
- r. Standard Colors use a group of pigments suitable for the majority of color matches. Some color requests cannot be formulated with durable pigments and will not carry the warranty detailed herein. The Buyer will be informed as to these exceptions.

### **4. Commencement of Coverage**

- a. The warranty period begins upon substantial completion of the project with the following limitations:
  - i. Projects located 1 mile or greater from salt or brackish bodies of water:
    - i. Materials stored outside for more than 15 days must be kept clean, dry, and adequately protected from the elements.

- ii. Substantial project completion must be achieved within 180 days of the product ship date by Seller.
- ii. Projects located less than 1 mile from salt or brackish bodies of water:
  - i. Materials stored outside must be kept clean, dry, and adequately protected from the elements at all times.
  - ii. Substantial project completion must be achieved within 90 days of the product ship date by Seller.

## **5. Period of Coverage**

- a. The warranty period remains in force for the period shown below:
  - i. Products installed on projects located 2 miles or greater from salt or brackish bodies of water: (20) years.
  - ii. Products installed on projects located greater than 1 mile but less than 2 miles from salt or brackish bodies of water will be warranted for (5) years, except for aluminum, stainless steel or copper Products which will be warranted for (20) years.
  - iii. Products installed on projects located 1 mile or less from salt or brackish bodies of water will be warranted for (3) years, except for aluminum, stainless steel or copper Products which will be warranted for (20) years.
  - iv. Parts only orders purchased without design, engineering calculations and shop drawings provided by Seller: (1) year.
- b. Finish Paint:
  - i. Products installed on projects located 1 mile or greater from salt or brackish bodies of water: (20) years.
  - ii. Products installed on projects located less than 1 mile from salt or brackish bodies of water: (3) years.

## **6. Limited Transferability**

- a. This warranty is for the Product purchased for specific use on the Project referenced in this document and is applicable to the original Buyer. In the event that the original Buyer is not the owner of the Project and Product at the time of completion of original construction and installation, the warranty may be transferred to the new owner of the Project and Product. The warranty is non-transferable to subsequent owners of the Project or Product.

## **7. Resolution**

- a. Buyer's exclusive remedy hereunder is limited, at Seller's sole discretion, to Seller's repair of the Product, or a pro-rata credit to be applied to the purchase of replacement Product from Seller at current market pricing.
- b. The amount of pro-rata credit will be equal to the original purchase price of the failed Products divided by the number of warranty years from the date of installation to the date of the warranty claim.
- c. Subject to availability, Seller will provide replacement Product covered under this warranty within (30) days of approved claim.
- d. Replacement Product will be of equal or greater quality and usefulness as those being replaced. However, newer versions and designs, including finishes may be used. Replacement finish colors may not match original Products exactly and a perfect color match is not included in this warranty.

- e. Seller reserves the right to inspect the Project and Product to verify coverage under the terms of this warranty.
- f. In the event of an approved warranty claim, replacement of parts, or any other consideration in satisfaction of such a claim, will not extend the expiration date of the original warranty.

**8. Exclusive Warranty and Limitation of Remedies**

- a. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- b. IN NO EVENT WILL ROOFSCREEN MFG. BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. DAMAGES THAT ROOFSCREEN MFG. WILL NOT BE RESPONSIBLE FOR INCLUDE, BUT ARE NOT LIMITED TO: LOSS OF PROFITS; LOSS OF SAVINGS OR REVENUE; LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT; COST OF CAPITAL; COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES, OR SERVICES; DOWNTIME; THE CLAIMS OF THIRD PARTIES, INCLUDING CUSTOMERS; AND INJURY TO PROPERTY.

**9. How to Make a Claim**

- a. Notify Seller in writing, with a detailed description of the problem, within thirty (30) days of discovery of condition prompting the claim.
- b. Include the name and address of the Project where the Product was installed.
- c. Include the name, address and phone number of the contractor that installed the Product.
- d. Include the name, address and phone number of the company that originally purchased the Product (original Buyer).
- e. Include the name, address and phone number of the current owner(s) of the Project and Product.
- f. If you are not the Buyer or owner, please provide your name, address, phone number and your relationship to the owner or Buyer.
- g. Provide photographs of the defects or damage. Include enough photos to provide adequate perspective of the claim including close ups of specific damage, mid-range of damage area and distance shots of overall project. Identify on mid-range and distance shots where damage occurred.
- h. Provide photographs and other evidence as necessary documenting that the materials were properly stored before installation, per section 4 above.
- i. Send information to RoofScreen Mfg. Inc., 347 Coral St. Santa Cruz, CA 95060. If you prefer to email the information, please call 831-421-9230 for contact email.

By: \_\_\_\_\_  
*Signature of Seller's Representative*

Date: \_\_\_\_\_  
*Warranty Effectiveness Date*

