



STORM SMART PRODUCTS LIMITED WARRANTY

Storm Smart Building Systems LLC, a Florida limited liability company (“**Storm Smart**”), extends the following limited warranties (this “**Limited Warranty**”) from the date of Substantial Completion (as defined below) (the “**Warranty Period**”) to the original purchaser of Screens & Shutters manufactured by Storm Smart (each, a “**Product**”):

	Storm Catcher	Aluminum Roll Down	Accordions	Aluminum/Steel Panels	Clear Lexan Panels	Bahama Shutters	Colonial Shutters
One Year Installation Warranty (see Contract for Terms & Conditions)	1 Year Parts and Labor						
Limited Warranty for Hardware, Moving Parts, and Motor	5 Year Component Replacement						
Limited Warranty for Storm Catcher Screen*, Structure, Accordion Blades, Aluminum Slats, Aluminum or Steel Panels	10 Years	10 Years	10 Years	10 Years	5 years	5 years	5 years

*Storm Catcher Screen material has a lifetime warranty for the original purchaser and is non-transferable.

1. Unless otherwise stated in the retail contract that governs the terms of purchase of the Product (the “**Contract**”), Storm Smart warrants to you, that during the applicable Warranty Period the Product will be free of defects in material and workmanship under normal use and maintenance. The applicable Warranty Period begins on the date of substantial completion of the professional installation of the Product by Storm Smart (the “**Services**”) or upon Storm Smart’s delivery of a certificate of substantial completion to you, whichever occurs first, without regard to any punch-list items (“**Substantial Completion**”). This Limited Warranty does not extend to any Product purchased from unauthorized sellers or to the Services (which are covered by the Contract) and is only applicable to Products used in residential applications within the United States. Subject to applicable law, you may not assign or transfer this Limited Warranty.
2. If you notify Storm Smart in writing during the applicable Warranty Period of any breach of this Limited Warranty, Storm Smart may, at its sole and exclusive option, (a) correct or replace the Product (or defective parts or materials), (b) refund the original purchase price of the defective Product (or cost of defective parts or materials), or (c) provide credit toward a similar type of Product sold by Storm Smart; provided, however, that this Limited Warranty does not apply if (d) any of the situations described in Section 3 of this Limited Warranty exist, (e) anyone other than Storm Smart performs work upon or otherwise modifies the Product, (f) you sell or otherwise transfer your Product, or (g) you fail to pay Storm Smart in full as provided in the Contract. The repair or replacement remedies offered by Storm Smart under this Limited Warranty are contingent on the current Product offerings of styles and construction options within Storm Smart’s Product line at the time a warranty claim is made by you. If a valid warranty claim is filed prior to the expiration of the applicable Warranty Period for an obsolete Product, Storm Smart reserves the right, at its sole option, to honor its repair or replacement obligations under this Limited Warranty to replace the affected Product with a similar substitute. The foregoing are your sole and exclusive remedies for any Product sold by Storm Smart.



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3. This Limited Warranty does not apply to any Product, or to any damage, expense, structural issues, or performance failures due to any Product, that has been subject to the following: (a) use for purposes for which it is not designed or intended by Storm Smart; (b) misuse or use beyond intended or tested applications or limits, vandalism, abuse, negligence, neglect, accident, alterations, disassembly, or unauthorized modifications or repair; (c) improper storage, installation, removal, re-installation, care, cleaning, operation, use, or maintenance by you or a third party after installation by Storm Smart, in each case not in compliance with the published specifications and instructions provided to you; (d) natural disaster, acts of God, or other external causes beyond Storm Smart's control; (e) sunlight or other environmental conditions that have caused fading, discoloration, oxidation, or variances in appearance and characteristics; (f) use of abrasive cleaners or cleaners that contain acids, alkalis, chlorides, or sulfides that have caused effects on the color and/or integrity of the finish or appearance; (g) power surges due to switches of motorized shutters not being maintained in a neutral position when not in use; (h) power surges or lightning damage; (i) damage resulting from floods or other natural disasters exceeding the design specifications of the Product; or (j) fines, penalties, or damages resulting from non-compliance with applicable local, state, and federal laws, regulations, or building codes due to purchase, installation, or use. Normal wear and tear is not a defect and is not covered by this Limited Warranty. This Limited Warranty does not cover any damages or expenses caused by a defective Product.
4. The Product is designed to reduce, but not completely eliminate, light penetration and the effects of the sun and water infiltration under specific conditions. Storm Smart does not guarantee or warrant that the Product is completely light proof, heat proof, or waterproof in all conditions. These effects, in addition to those listed under Section 3 of this Limited Warranty, are not covered under this Limited Warranty.
5. Storm Smart will not be liable for a breach of this Limited Warranty unless you (a) contact Storm Smart in writing during the applicable Warranty Period, within ten (10) days of when you discover or ought to have discovered the defect or non-conforming Product, at the following email address or address specifying the defect or non-conformance and requesting instructions on how to proceed: CustomerCare@stormsmart.com or 6182 Idlewild Street, Fort Myers, FL 33966; (b) provide Storm Smart with any requested additional information; and (c) return the Product to Storm Smart within thirty (30) days after being instructed to do so by Storm Smart, along with a description of the defect and documentation of being the original purchaser. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state in the United States.
6. YOU ACKNOWLEDGE AND AGREE THAT, EXCEPT AS EXPRESSLY SET FOR IN WRITING BY STORM SMART, ALL PRODUCTS ARE PROVIDED "AS IS." EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS LIMITED WARRANTY, STORM SMART MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF MERCHANTABILITY, AND WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, OR ANY OTHER WARRANTIES, WHETHER ORAL OR EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.



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7. **STORM SMART'S CUMULATIVE LIABILITY TO YOU AND ALL OTHER PARTIES FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY WILL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY YOU TO STORM SMART FOR THE PRODUCT UNDER THE CONTRACT.** STORM SMART WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST OPPORTUNITIES OR LOST PROFITS, OR FOR BREACH OF CONTRACT REGARDLESS OF (a) WHETHER STORM SMART HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (b) WHETHER SUCH DAMAGES WERE FORESEEABLE, OR (c) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. Some jurisdictions do not allow limitations on how long an implied warranty lasts or exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations and/or exclusions may not apply. In the event that the above-referenced limitation of liabilities and/or disclaimer of warranties are prohibited, you and Storm Smart hereby agree that the liability of Storm Smart and its respective agents will be limited to the greatest extent permitted by law. The limitation of liability set forth above will not apply to (d) liability resulting from Storm Smart's gross negligence or willful misconduct, or (e) death or bodily injury resulting from Storm Smart's negligent acts or omissions. THE REMEDIES DESCRIBED IN THIS LIMITED WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND STORM SMART'S ENTIRE LIABILITY FOR ANY FAILURE OF STORM SMART TO COMPLY WITH ITS OBLIGATIONS UNDER THIS LIMITED WARRANTY, INCLUDING ANY BREACH OF THE LIMITED WARRANTIES CONTAINED IN THIS LIMITED WARRANTY.