

Retractable Trackless Enclosure Limited Warranty

Manufactured Enclosures

Purchaser Name:		Dealer's Name:		
Purchaser Address:		Pι	urchase order #	
Substantial date of completion			ver:	
City:	State:	Zip:	Manufacturer Number:	
Home Telephone:	Work Telephone:			
Date of receipt:				
Date Shipped from Roll-A-Cov	er, LLC's fa	cility:	<u></u>	
Customer Signature:			Date Signed:	
			<u> </u>	

Roll-A-Cover, LLC the "Company", subject to the exceptions and limitations set forth below, warrants to the original purchaser and initial installed location that:

- 1. The enclosure as designed and built will be free from defects in materials for a full 10 years from the date delivered and was installed within 4 months of completed fabrication.
- 2. All polycarbonate products manufactured will be warranted by all conditions set forth by the manufacturer. The enclosures will be free of defect and will not yellow, crack or fade for a period of 10 years. Acrylic product base systems only offer a 5-year warranty and breakage is not covered for its hard coated surface and technical manufacturer features.
- 3. All insulated glass has a 5-year product warranty from seal failure only. Any glass breakage is not warrantied.
- 4. All aluminum elements of Roll-A-Cover enclosures will be of adequate structural integrity for the enclosure intended. The finish will not excessively fade or chalk. The paint work, which is powder coated, offers a 10-year warranty from fading and caulking under normal environmental circumstances. Excessive salt that is not removed from the aluminum work can cause pitting. This occurs on most aluminum products and is not a warranted item. The powder coating process greatly reduces the chemical reaction that most baked-on systems have with salt, but these conditions can be extreme at times with ocean side conditions. Maintenance and cleaning of the surface with lightly pressured clean water would reduce the risk of damage.



- 5. All Roll-A-Cover enclosures, if PE certification is requested, would meet and/or exceed the required snow and wind loads of the specific address for the specifically designed enclosure system unless stated otherwise in the proposal by Roll-A-Cover. This certification is for the frame system of the enclosure. All slope glazed enclosures use a silicone product for its weather sealant required connection areas. These products may be effected by excessive winds, freeze, snow, salt, sand, bird dropping acid, excessive cleaning, cleaning usage, non-acceptable power washing of the system, walking on the roof which is not recommended on any sloped glazed systems, any other natural formation that may rest on the roof that has acidic content, quick impact by branches, trees and forces placed on the roof or walls that cause deflection which could separate these areas of connections thus compromise their effectiveness. These items above are extreme circumstances that could compromise the effectiveness of the system. These glazing details are not warrantied if any of the above variables affected the water tightness of the silicone sealant installed in the factory prior to shipment nor if silicone is installed in the field. Contact your nearest Roll-A-Cover dealer or Roll-A-Cover corporate to ask how such possible circumstances may be cured.
- 6. Roll-A-Cover, LLC will provide all components required to comply with its 10-year warranty policy. All warranty claims must be submitted in accordance with this document. This warranty is on initial enclosures fabricated and installed within 4 months of final fabrication
- 7. Roll-A-Cover, LLC will cover labor for replacement components up to 1 year if Roll-A-Cover, LLC is the installation company. Under our supervision program or if the enclosure is installed by others than the installation company/union/owner of property will be the labor entity that will supply proper labor for such repair/warranty work. Under the supervision program Roll-A-Cover can only explain the installation aspects but will not be a part of the installation team. If at any time a Roll-A-Cover or any entity above employee is asked to assist in any part of the installation and if it is known that the agreement is based on non-Roll-A-Cover employee(s) as the installation company than still, Roll-A-Cover, LLC nor their employees/owners/management of Roll-A-Cover, LLC which is an affiliate will not hold any warranty of labor liability. All parts as per warranty will be under the specified materials warranty if the parts are proven to be product or manufacturers manufacturing workmanship.



- 8. Components identified for replacement or repair under this warranty will be forwarded to the dealer or end user within 3-5 weeks of warranty claim acceptance.
- 9. Warranty or implied warranty of the Roll-A-Cover manufactured products; the original purchaser is entitled to the following remedy AFTER THE 1 YEAR LABOR WARRANTY PERIOD DESCRIBED IN PARAGRAPH 6. Once the 1-year warranty has expired, Roll-A-Cover will offer to repair all warranty items for labor charges only, inclusive of any freight charges, access/scaffolding/crane charges, removal and haul away fees, installation costs, and any related service call fees regarding the parts or defective materials set forth within the warranty timeline.
- 10. Roll-A-Cover will not be responsible for any costs incurred in the removal, replacement, installation or reinstallation of the component parts of the Roll-A-Cover product addressed by this warranty if the circumstances of accessibility to the enclosure are not suitable by ease of access. If the selling dealer/distributor and or installer is unable to service this warranted item, service arranged by the company will be charged at prevailing rates plus travel expenses if applicable. The amount available for each serviceable item is based upon standard servicing conditions and a national labor and time average.
- 11. The company reserves the right to discontinue or make design and component changes to any of its products at any time. If the part or component originally installed is not available, the company shall have the right to substitute the part or component with a component of equal quality or value at its sole discretion.



- 12. The warranty on the replacement parts supplied by the company is effective on the date of original delivery. Repair or replacement does not extend the duration of any limited warranty made herein.
- 13. This limited warranty is extended to the original purchaser and the original site of installation only. The original purchaser must retain the dated warranty and contract plus invoice or purchase order for this warranty to be valid. In addition, this warranty is not applicable to, and the company shall have no obligation to repair or replace the parts of the Roll-A- Cover structure that show evidence of damage caused by improper installation by others, accident, abuse, misuse, neglect, vandalism, fire, lightening, wind, earthquake, flood, natural catastrophes or hailstorm.
- 14. At the sole discretion of Roll-A- Cover, the following items shall nullify this warranty:
- a) Cracking or settling of the concrete or deck pads (the "base Support") which supports the Roll-A-Cover structure.
- b) Affixing any materials or components not provided by the company.
- c) Improper site preparation and or system configuration other than what was agreed to by the purchase order.
- d) Any modifications, alterations or additions to the Roll-A-Cover structure not meeting all state and local codes or not acceptable to Roll-A-Cover based on initial design/installation.
- e) Final payment not being paid and/or any outstanding invoices applicable to the original purchase order including any shipping charges and/or installation charges not paid.
- f) Improper operation or maintenance as defined in the owner's manual supplied or which was offered at the completion by a Roll-A-Cover rep.
- g) Exceeding prescribed snow or wind loads and any other harmful condition other than recognized as normal conditions. All snow should be removed that hasn't quickly melted so that added snow won't accumulate and or ice build-up from de-thaw then freeze doesn't add un-wanted weight. All buildings should have this warning. Roll-A-Cover products are certified from your wind and snow loads. Excessive snow build up or ice can reform aluminum. Any enclosure system can be affected by dense snow loads if left on roof panel for long period of time. All loads should be removed immediately. Any warping of aluminum components is not a warrantied item. This is not considered failure.



- h) Application of paints, varnish, cleaners or other harmful compounds.
- i) Polycarbonate breakage and scratches from abusive or abrasive cleaning and use
- j) Dents or scratches on the aluminum extrusions not identified at time of installation.
- 15. Modular wall systems are designed as removable by skilled personnel at the supervision of ownership or management. Panels are normally framed with tempered glass so eyewear, safety gloves, glazing suctions and any other safety materials will be required by the customer. Modular panels can NOT be sealed at all seams due to the removability of them. This concept may also allow excessive air and water infiltration to enter all seamed areas. This is NOT a warranty claim as mobile panels are not integrated into the glazing packets as Roll-A-Cover's standard process provides.
- 16. Condensation or frost conditions are not covered by this warranty. This is a common occurrence under certain atmospheric conditions. Air and moisture infiltration are expected and are not covered under this warranty program since Roll-A-Cover products are NOT permanent with permanent seals and insulation. Since the enclosures are retractable and do not have a solid sealant system, water and air can infiltrate the system. Roll-A-Cover has exceeded any expectations of air or water leakage, but there is still a probability of these occurrences, thus, this is not covered under any warranty application or condition. No retractable system is thermally broken.
- 17. Selection of the Roll-A-Cover product line and or design with conforming conditions to any local or state building or zoning codes are the sole responsibility of the architect, property owner and/or contractor. Roll-A-Cover, LLC has no responsibility and makes no warranty with respect to the use and/or compliance with such law.
- 18. The remedy of repair or replacement, set forth above, shall be the sole and exclusive remedy for any defects in the products manufactured and sold by the company. This document is also a remedy for any damages sustained that result from any cause including and without limitation the owner's negligence. The company shall not in any event be liable to any buyer for consequential or incidental damages of any kind, whether for defective or non-conforming goods, negligence based on strict liability, or for any other reason.



- 19. Roll-A-Cover, LLC, its distributors, dealers, and sales associates will not be held liable for misuse of the enclosure including, but not limited to, climbing on top, using it as a diving platform or any other activity which is deemed excessively abusive.
- 20. The warranty herein is exclusive, and the company makes no other warranty of any kind whatsoever expressed or implied. The company expressly disclaims that it makes any warranty as to merchantability, fitness for a particular purpose, or otherwise. No agent, employee, or representative of the company has the authority to bind the company to any affirmation, representation, or warranty concerning the company's products or parts, except as stated herein.
- 21. Any person(s) other than Roll-A- Cover that installs the enclosure system(s) will be responsible for all installation/site adjusting/damage to the system / service / maintenance / warranty. Supervision by Roll-A-Cover does not offset the installers responsibility. Roll-A-Cover, as the supervisor only, will not be held liable for others workmanship/follow-up/installation unless considered a Roll-A-Cover employee. Unions are held liable for all their work.
- 22. Roll-A-Cover manufactures many different products with various shapes, special details and accessories. Since we are the manufacturer, we work hard to produce an end product that is as user friendly to install as possible. However, we are always concerned that the customer may not have the right tools to reassemble (i.e. skills, manpower and/or equipment.) We feel it's a very easy process with the proper logistical preparation in place, however, there are pros and cons when the customer is the installer. A negative to the self-install option is that the Warranty defines explicitly that any self-install and/or assisted install with one of our installers on site for a partial fee will NULL-IN-VOID the labor warranty of ONE YEAR that we offer with our full installation option. We do not want to promote or suggest that you choose the self-install option, but if your choice is to do the self-install then be aware that you will not have a labor warranty.
- 23. All travel costs inclusive of travel to get to the site from 36 Sargent Drive, Bethany as well as room and board is an additional charge. The labor time spent on site is included if performed within one-year of Roll-A-Cover warranty. Any scaffolding/crane requirements are the responsibility of the customer.



For the name, address, and telephone number of the dealer/distributor in your area, or if you have any problems with or questions about warranty service, please write to:

Roll-A-Cover, LLC 36 Sargent Drive Bethany, CT 06524

Roll-A-Cover at no time has provided information or assumptions that the Installation of any product manufactured by Roll-A-Cover by any person or company is guaranteed or recommended by Roll-A-Cover for the installation of any Roll-A-Cover product. Roll- A-Cover understands that their liability ends once the product under warranty leaves the manufacturing plant. All warranty date cycles start upon FOB shipment from Roll- A-Cover facility. Pictures of the enclosure from the outside and the inside and any connections to any structure must be submitted with the signed warranty for validation purposes. If Roll-A-Cover, LLC is the installation company than pictures of the final project are not required.