

“Don’t Get Caught Uncovered”
Patio Bra™

Patio Bra, Inc. Limited Warranty

What and who is covered and for How Long?

Patio Bra, Inc. warrants to the original property Owner/Purchaser that its Patio Bra, Inc. material, when subject to normal and proper use, will be free from the manufacturing defects enumerated below.

Patio Bra, Inc. will repair the defective material or provide replacement material, at its discretion. Patio Bra, Inc. also reserves the right of defective material (but not including the cost of labor related to its installation). For Dealers: The amount the Dealer paid for the product to Patio Bra, Inc.

Patio Bra™ pro rates a five (5) year period warranty from date of original installation against deterioration, mildew stains, excessive loss of strength or color change if they occur in normal use and exposure, including sunlight and normal atmospheric chemicals. Some color change may be unavoidable due to ultraviolet rays and chemicals in the atmosphere.

Patio Bra, Inc. shall in no event be liable for any labor charges or other expenses whatsoever in correction with removal or installation of either the original or replacement product. In the event of repair or replacement under the terms of this warranty, the original pro rated warranty applies to the replacement or repaired Patio Bra™ material and will extend for the balance of the warranty period in effect at the time the Patio Bra™ proved defective.

Dealer and Owner Installations

Patio Bra, Inc. will not be held liable for any injuries including death with connection to any and all installations of Patio Bra™. Patio Bra, Inc. merely is the source of the Patio Bra™ product only. The contractor, dealer or home owner that is installing Patio Bra™ to their home or business shall be solely responsible for any and all liability resulting in injury, Patio Bra, Inc. officers, heirs, employees and subcontractors are to be held harmless.

Any losses, costs, expenses, liabilities, and/or damages (including but without limitation to loss of use or profits, damage to persons or property, all liabilities of the purchaser to its customers or third persons, and all other special or consequential damages), whether direct or indirect, and whether or not resulting from or contributed to by the default or negligence of Patio Bra, Inc., its agents, employees or subcontractors, which might be claimed as the result of the use or failure of the product shipped.

Other conditions

This warranty replaces all other oral or written warranties, liabilities or obligation of Patio Bra, Inc., some pertinent state law shall control for what period of time following the sale a property owner/consumer may seek a remedy under the implied warranty of merchantability or of fitness for a particular purpose. In no event shall Patio Bra, Inc. be liable for consequential or incidental damages of any kind resulting from the breach of this warranty. No field representative of Patio Bra, Inc. or any distributor or dealer is authorized to make any change or modification to this warranty. Some states do not allow limitations on, or the exclusion of, incidental or consequential damages, so the above exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state.

What the consumer must do:

- The property owner/consumer must keep the original invoice as proof of date of purchase and installation, in case a warranty claim is made.
- Notify Patio Bra, Inc. in writing of any manufacturing defect promptly following its discovery and provide proof of the date of purchase and installation, as well as proof of property ownership. All notifications should be sent to:
Patio Bra, Inc.
500 Giuseppe Court #1
Roseville, CA 95678
Attn: Warranty Service Department
- The property owner/consumer or dealer will be required to submit the defective material to Patio Bra, Inc. for analysis. Patio Bra, Inc. will then investigate the claim and examine the material claimed to be defective. Patio Bra, Inc.; within a reasonable amount of time after the inspection, will repair or provide replacement material per the terms of this warranty.
- Patio bra must be cleaned and maintained on a regular basis.

This warranty is effective for Patio Bra™ purchased after January 1, 2012.

Limitations

This warranty does not provide protection against any failure, defect or damage caused by situations and events beyond normal exposure conditions, including, but not limited to:

- Misuse, abuse, neglect or improper handling or storage;
- Improper installation;
- Impact of foreign objects, fire, earthquake, flood, high winds, lightning, hail, hurricane, tornado or other casualty or act of God;
- Movement, distortion, collapse or settling of the ground or structure on which the Patio Bra™ is installed;
- Any other cause not involving enumerated manufacturing defects in the Patio Bra™;
- Accumulated water puddling;
- Abrasions from foliage.

Transferability

This warranty is not transferrable.