

# WARRANTY STATEMENT

## Re-Tract Limited Warranty

The Re-Tract Products namely Solario Louver Pergola, Pergoluxe Fabric Pergolas, SkyShade Skylight Shades and Klymate Zip Screens are covered by a 1 -Year Limited Warranty on the Framework and upto 5 Years on Color fading of Fabric by based on the Fabric chosen as per the terms of the Company . Somfy Motors have a manufacturing defect warranty of 5 years as per terms of warranty of Somfy.

## Limited Warranty

Systems India warrants to the original purchaser that, for a period of One year, 1 year from the date of original purchase, under normal use and service conditions, a Systems Pergola shall be free from material defects in workmanship and materials, and shall not suffer damage from termites or fungal decay, crack, rot, rust, or splinter to the point of structural component failure. If a defect occurs within the warranty period, Purchaser shall notify Systems India in writing and, upon confirmation by an authorized Systems India representative of the defect, Systems India sole responsibility shall be, at its option, to replace the defective part .

This warranty shall not cover and Systems India shall not be responsible for costs and expenses incurred with respect to the removal of defective products or the installation of replacement materials, including but not limited to labor and freight. The cost of Site Visit , labour and freight would be borne by customer.

## Claims and Remedies

To make a claim under this limited warranty, the direct Purchaser from Systems India , shall send to Systems India, within the warranty period referred to above, a description of the claimed defect and proof of purchase, to the following address:

Systems India Pvt Ltd.

D-35 Packaging Complex ,

DSIIDC Kirti Nagar Industrial Area ,

New Delhi - 110015, India .

Email : enquiry@systemsawnings.com

## Conditions of Warranty

Systems India does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any condition attributable to: (1) improper use-age of Systems products and/or failure to abide by Systems India's guidelines, use of Systems India's Products beyond normal use, or in an application not recommended by Systems India's approval in writing and local building codes; (2) movement, distortion, expansion and contraction, or collapse or settling of the ground or the supporting structure on which the Pergoluxe is installed; (3) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, rust etc.), staining from foreign substances (such as dirt, grease, oil, etc.), or normal weathering (defined as exposure to sunlight, weather and atmosphere which will cause any colored surface to gradually fade, flake, chalk, or accumulate dirt or stains); (4) variations or changes in color of Systems products; (5) improper handling, storage, abuse or neglect of Systems India Products by Purchaser, or (6) ordinary wear and tear. (7) Damage caused due to high wind velocities and storms . (8) Any physical damage caused by Falling objects or Collisions from external objects (9) Obstruction caused to the movement of the retractable roof by external objects . (10) External damage to motors/controls due to water, physical damage or burning due to incorrect supply are not covered (10) Any repairs or adjustments done other than by an authorised Systems India Personnel or trained representative .

No person or entity is authorized by Systems India to make and Systems India shall not be bound by any statement or representation as to the quality or performance of Systems India products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by Systems India and Purchaser. The Decision of the company as regards to the claim of Warranty shall be final and binding .

UNDER NO CIRCUMSTANCES WILL SYSTEMS INDIA BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND SYSTEMS LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PARTS .

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