



## *Optima Patio Cover*

### Limited Lifetime Warranty

This warranty does not apply to: (1) leaks; (2) damage caused by misuse, neglect, accident or repair or attempted repair not authorized by Four Seasons Outdoor Living Solutions LLC (hereafter referred to as FSOLS); (3) any product not used in accordance with the Operating Instructions furnished by FSOLS; and (4) defects due to the failure to satisfy maintenance requirements.

This written warranty constitutes the final, complete and exclusive statement of warranty terms and no person is authorized to make any other warranties or representation on behalf of FSOLS.

#### **CLAIM PROCEDURE**

This warranty is conditioned on the presentation of proof of the date of installation of the product and the payment of the purchase contract in full which may be satisfied by the completion and return of the Warranty Registration (registered online at [www.FourSeasonsOLS.com/warranty-registration](http://www.FourSeasonsOLS.com/warranty-registration)). To report any defects under this Warranty, contact Four Seasons Outdoor Living Solutions immediately after discovery of the claimed defect, in writing, and within the effective warranty period or visit [www.FourSeasonsOLS.com/warranty-claim-report](http://www.FourSeasonsOLS.com/warranty-claim-report) to fill out a Claim Report. FSOLS will require a copy of the original bill of sale or contract within forty-five (45) days from the date of initial written report of claim. Any initial written report of claim submitted after this effective warranty period has expired will not be accepted. Your timely filing of your Warranty Registration Card (registered online at [www.FourSeasonsOLS.com/warranty-registration](http://www.FourSeasonsOLS.com/warranty-registration)) will be acceptable proof of purchase and payment in lieu of a copy of the original bill of sale or contract and proof of payment.

#### **TRANSFER OF OWNERSHIP**

To notify FSOLS of the transfer of ownership, contact our Warranty Department as noted above. The notification must be made within forty-five (45) days of the transfer of ownership and provide the name, telephone number, and email address of the new owner and the date of transfer. The new owner will be issued a 20-year limited warranty.

If upon inspection, FSOLS determines that a covered defect occurred within the specified Warranty Term, FSOLS agrees at its option to repair or replace the defective part or component of the product. FSOLS reserves the right to determine, in its sole discretion whether or not a defect exists for which it may be responsible under this Warranty.

ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO SIXTY (60) DAYS FROM THE DATE OF COMPLETION OF THE INSTALLATION.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

IN NO EVENT SHALL FSOLS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY CHANGES OR LOSS OF USE FROM ANY BREACH OF THIS WARRANTY OR OTHERWISE.

Some states do not allow this exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

If any claim under the limited warranty is not settled to the claimant's satisfaction, such dispute must first be submitted to arbitration in Suffolk County, New York in accordance with the arbitration rules of the American Arbitration Association then in force as a condition precedent to the institution of litigation. This warranty shall be governed by and construed in accordance with the laws of the State of New York and enforced in New York Courts.

#### **EXCLUSIONS & LIMITATIONS**

The warranty is strictly limited to the products outlined herein and shall only apply to products manufactured by FSOLS. FSOLS does not control the installation of its products and cannot be held responsible for consequential damages caused by misapplication or improper installation, or for damage done to the product by you or by third parties, by unreasonable use, by the installer, or by failure to provide necessary and proper maintenance defined herein. FSOLS does not warrant defects in installation.

FSOLS reserves the right to discontinue and make changes in any of its products. In the event that products covered by this warranty are not available, FSOLS shall have the right to substitute products that in FSOLS' discretion are of comparable grade, quality or price. At no time does this warranty confer on the homeowner the right to repairs, refinishing, restoration or replacement without written notice and agreement by a



duly authorized representative of FSOLS. Any such work authorization by the homeowner shall be for its own account and may result in this warranty becoming null and void.

This limited warranty only applies to products erected within the Continental United States and Canada, which have been exposed to normal weather and atmospheric conditions. This warranty does not apply to any failure or defects caused as a result of acts of God, war, fire, other accidents or casualty, vandalism, radiation, falling objects, external forces, explosions, riots, civil commotion, harmful fumes, blowing sand, dust particles, hail stones, salt spray due to proximity to the seacoast, chemical spray in the community where the products are installed, pressure washing chemicals, and damage as a result of walking over the products.

FSOLS is providing this limited warranty under the provisions of the Magnuson-Moss Federal Warranty Act. FSOLS cannot and shall not be liable to you for breach of any other written or oral express warranties, such as those, if any, given by sales representatives, dealers, contractors, or installers of FSOLS products. This instrument covers any and all warranted agreements, express or implied, between FSOLS and the original retail purchaser of the FSOLS products. No other person is authorized to offer any other warranty, or assume any other liabilities on behalf of FSOLS.

ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THIS EXPRESS WARRANTY. FOUR SEASONS OLS SHALL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE for breach of any express, written, oral or implied warranty on its products.

Your EXCLUSIVE REMEDY shall be repair, refinishing, restoration or replacement only on the terms stated in this warranty; any claims do not extend the duration of this warranty.

**LIMITED WARRANTY**

FSOLS, manufacturer of the Optima Patio Cover, warrants that all materials, products, and components manufactured or furnished by FSOLS will be free from defects in material and workmanship for the period and in accordance with the terms and conditions stated below.

**WARRANTY REGISTRATION**

Your Optima Patio Cover can be registered online at [www.FourSeasonsOLS.com/warranty-registration](http://www.FourSeasonsOLS.com/warranty-registration). Registration will be accepted as proof of purchase and payment.

**WARRANTY PERIOD**

Unless otherwise specified by FSOLS in writing, the warranty will apply only to defects reported to FSOLS within the period from completion of installation as specified below:

Service or Component	Warranty	Service Requirement
Finished Aluminum Components and Roof Panels	Lifetime of Original Owner against peeling, blistering, flaking, chipping, splitting, rusting, or cracking.	Normal Use