

Homeside Shutters

By



Warranty. Alpha Systems, LLC ("Alpha") warrants to the owner of a residence ("Owner") who purchases a Homeside Shutters by Polaris polypropylene shutter ("Shutter"), that the Shutter shall be free from defects in materials and workmanship which cause the Shutter to break, crack, dent, warp or split. The sole warranty remedy available to Owner shall be the replacement of a defective Shutter, but no labor costs.

This warranty is subject to the following limitations:

1. This warranty does not cover any paint applied to the Shutter. Alpha shall not be responsible for the discoloration, chalking, or streaking caused by the use of caustic agents to clean the Shutter or for any damages caused by pollutants.
2. This warranty also excludes liability for defects in or damages to a Shutter caused directly or indirectly by the following: (i) severe weather conditions such as windstorms, gales, tornadoes, hurricanes, lightning, hail, ice storms, floods, earthquakes, or earth tremors; (ii) improper installation of the Homeside Shutters by Polaris Shutter by the Owner or others; (iii) accident or abuse; and/or (iv) fire or extreme heat.
3. In the case of a claim of excessive fading, the Owner is advised that some degree of fading over time is expected. Therefore, Alpha shall solely determine whether the amount of fading in any particular case is excessive.
4. The Owner shall have the burden of establishing to Alpha's reasonable satisfaction the date of purchase of the Shutter on which a claim is made.
5. THE PROVISIONS OF THIS WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY EXPRESS OR IMPLIED INCLUDING SPECIFICALLY, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
6. THE OBLIGATIONS AND LIABILITIES OF ALPHA UNDER THIS WARRANTY, OR UNDER ANY IMPLIED WARRANTY WHICH IS APPLICABLE DESPITE THE PRECEDING DISCLAIMER, ARE IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES INCLUDING, WITHOUT LIMITATION, LIABILITY FOR INCIDENTAL, CONSEQUENTIAL AND/OR ANY OTHER DAMAGES BASED UPON ANY THEORY OR RECOVERY AT LAW OR IN EQUITY INCLUDING SPECIFICALLY ANY THEORY OF NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, OR STRICT LIABILITY.

Some states do not allow limitations on implied warranties or the exclusion or limitation of consequential damages, so the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

Owner must deliver written notice of the defect by mail to **Alpha Systems, LLC, 5120 Beck Drive, Elkhart, IN 46516** within thirty (30) days after discovery of a purported defect in or to the Shutter covered by this warranty. Failure to timely provide this written notice to Alpha shall constitute a waiver of Owner's warranty