

WARRANTY INFORMATION

Any warranty claim under this limited warranty must be in writing on the warranty claim form and received at Bright Covers at 3453 W. 140th Street Cleveland, OH 44111 within thirty (30) days after the discovery of a claimed defect.

LIMITED LIFETIME WARRANTY

- BRIGHTCOVERS™ provides a lifetime structural warranty against rust.
- BRIGHTCOVERS™ provides a ninety (90) day warranty against defects in materials and installation, as long as the product is installed by BRIGHTCOVERS™ professionals.
- Polymer Shapes, LLC, provides a separate manufacturer's fifteen (15) year limited warranty for the Lexan panels against damage from hail, yellowing of panels, and loss of light transmission. Warranty Claims for the Lexan panels must be submitted to BRIGHTCOVERS™.

BRIGHTCOVERS™ shall have the right to inspect each claim. If after the inspection BRIGHTCOVERS™ determines that the defect is covered by the warranty, BRIGHTCOVERS™ shall have one hundred twenty (120) days to remedy the defect. For valid warranty claims, BRIGHTCOVERS™, at its own option, shall repair, replace or refund the defective part. However, BRIGHTCOVERS™ shall not be liable for any packing, shipping, labor, and removal or installation costs to remedy the defective product.

The purchaser must pay all applicable service charges and taxes. Defective parts accepted for warranty compensation become the property of BRIGHTCOVERS™

BRIGHTCOVERS™ reserves the right to discontinue and make changes to their products. In the event an item covered by this warranty is not available, BRIGHTCOVERS™ shall have the right to substitute parts that, in BRIGHTCOVERS™ discretion, are of a comparable grade, quality or price.

EXCLUSIONS AND LIMITATIONS

This limited warranty does not cover damage due to normal weathering, fading, chalking, dirt, streaking, water leaking, corrosion, deterioration of sealants, expansion or contraction, chemical fumes, salt, fire, lightning, wind storms, hail, tornadoes, hurricanes, explosion, damage due to abnormal environmental conditions, lightning, power surges, exposure to excess moisture, ice, fire, or other acts of God beyond the control of the BRIGHTCOVERS™.

This limited warranty does not cover any damage, deterioration, or malfunction resulting from the installation or removal of this product after the original installation, any unauthorized tampering with the product, any repairs attempted by anyone unauthorized by BRIGHTCOVERS™ to make such repairs, or any other cause which does not relate directly to a defect in materials and/or workmanship of this product.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TRANSLUCENT LLC SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMIT, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION ON LIABILITY

THE MAXIMUM LIABILITY OF TRANSLUCENT LLC UNDER THIS LIMITED LIFETIME WARRANTY SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID FOR THE PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION OR UNDER ANY LEGAL THEORY. Bright Covers™ is not responsible for any damage to its product arising out of settlement, distortion, failure, or cracking of the porch, cement/concrete, deck, walls, or the foundation of the house structure.