

**SOLENO
LIMITED WARRANTY**

PROJECT:		
OWNER:		
PROJECT ADDRESS:		
EFFECTIVE DATE:		
WARRANTY TERM:	_____ years from the Effective Date	
PRODUCT(S):		
WARRANTY NO.:		SOLENO ORDER NO.:

SOLENO hereby warrants to **OWNER** that as of the date of sale of the **PRODUCT(S)** for the **PROJECT**, the **PRODUCT(S)** conform to the **SOLENO'S** specifications and are free from manufacturing defects for **WARRANTY TERM** for normal use in approved applications, subject to the terms and conditions of this **LIMITED WARRANTY**.

Subject to the terms and conditions of this Limited Warranty, after receipt of a timely valid claim, **SOLENO** will have the right to inspect and determine the cause of any alleged defect in the **PRODUCT(S)** and if coverage is confirmed, then **SOLENO** shall have the option, in its sole discretion, to repair or replace the linear number of feet of **PRODUCT(S)** proven to be subject to the covered defect. **SOLENO** is not a design professional, has not performed any design services for the Project and disclaims any alleged design liability regarding use of the **PRODUCT(S)** at or for the **PROJECT**; provided, however, that any shop drawings and/or product recommendations produced or provided by Soleno shall be accurate and complete based upon the design drawings and/or specifications upon which Soleno relied in producing such shop drawings.

SOLENO shall not be obligated to perform repairs or replacements under this **LIMITED WARRANTY** until the area to be repaired or replaced is clean, dry and unencumbered, including, without limitation, the area having been made available for repair and/or replacement free from all water, dirt, sludge, residuals and liquids of any kind. If **SOLENO** determines that a claim is invalid, **OWNER** shall reimburse **SOLENO** for its inspection and analysis costs.

LIMITATIONS AND DISCLAIMERS

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOLENO'S liability hereunder is the sole and exclusive obligation of SOLENO with regard to the Product(s). SOLENO shall have no liability for any claim except as specified hereunder. SOLENO shall not be liable for labor or any other costs incurred in connection with the repair, removal, installation or replacement of any Product covered by this Limited Warranty, or for any direct or indirect damages, labor, removal, installation, incidental or consequential damages, lost profits, lost sales, injury to property or any other damages, losses or contingencies due to or arising out of the PRODUCT(S), whether under alleged breach of contract, tort, personal injury, property damage, environmental liability or otherwise, regardless of whether or not the PRODUCT(S) are subject to a defect.

This **LIMITED WARRANTY** does not cover damages or defects resulting from acts of God, casualty or catastrophe including but not limited to: installation, earthquakes, floods, piercing hail, tornadoes or force majeure. The term "normal use" as used herein does not include, usage for which the **PRODUCT(S)** were not designed or intended, faulty design and/or construction of the facility into which the **PRODUCT(S)** are installed, failure to install the **PRODUCT(S)** in compliance with **SOLENO'S PRODUCT** technical materials and/or bulletins, or exposure of **PRODUCT(S)** to harmful chemicals. Chemical resistance performance is the responsibility of the end user/customer since they have control of part production/design/composition and exposure conditions (including chemicals, concentration, time and temperature). As such, any proposed product, including the **PRODUCT(S)**, should be thoroughly evaluated for its intended application. Also, the term "normal use" as used herein does not include; damage to the **PRODUCT(S)** by machinery, equipment, people, animals; improper site preparation or covering materials; existing conditions, including, but not limited to, subsurface conditions beneath the **PRODUCT(S)** such as a settlement of the ground, cave-in, etc., excessive pressures or stresses from any source or improper application or installation. There shall be no intended or incidental third-party beneficiary hereof. In no event shall **SOLENO** have any liability for any patent defects or discrepancies which were or could have been discovered prior to installation of the **PRODUCT(S)**.

Notwithstanding any contrary provision hereof, in no event shall any liability of **SOLENO** hereunder exceed the actual per linear foot cost of the **PRODUCT(S)** required to repair or replace (in **SOLENO'S** sole discretion) in the affected area(s) of the **Product(s)** (the "Liability Limit"); provided however, that **SOLENO'S** Liability Limit hereunder shall, starting on the first (1st) anniversary of the **EFFECTIVE DATE**, reduce each year during the **WARRANTY TERM** by a percentage, the numerator of which is the expired number of years in the Term prior to **SOLENO'S** receipt of a written notice of claim, and the denominator of which is the **WARRANTY TERM**. For example, the **WARRANTY TERM** is five (5) years, the Liability Limit shall be reduced by twenty (20%) percent on each anniversary of the **EFFECTIVE DATE**.

Any claim for any alleged defect under this **LIMITED WARRANTY** must be made in writing, by certified mail, to **SOLENO**, at 66 Duplainville Road, Saratoga Springs, NY 12866, within ten (10) days of becoming aware of the alleged defect. Any failure to timely issue such notice shall void any warranty coverage.

SOLENO makes no representations, expressed or implied, not specified herein. No representative, agent or employee of SOLENO, or any other person, is authorized to assume for SOLENO any additional liability or responsibility except as described above. The Limited Warranty is valid only for the original OWNER and is not assignable or transferable under any circumstances. The terms hereof shall be governed by the laws of the State of New York, and **OWNER** consents to the exclusive jurisdiction of the courts in said state. In the event that any term or provision of this Limited Warranty is inconsistent with or in conflict with any writing, purchase order, or contract executed by **SOLENO**, then the terms and conditions of this Limited Warranty shall control in all respects. If any court determines that the exclusive remedy provided herein fails in its essential purpose then in that event only, **OWNER** shall be entitled to a return of that portion of the purchase price equal to the Liability Limit (as reduced as provided above) for so much of the **PRODUCT(S)** as **SOLENO** determines to be defective. If any provision of this **Limited Warranty** is held to be invalid or unenforceable, such provision shall be deemed to be modified to the extent necessary for the balance hereof to be enforceable.

NOTWITHSTANDING ANY CONTRARY PROVISION HEREOF, AN EXPRESS CONDITION PRECEDENT TO ANY AND ALL OBLIGATION OF **SOLENO** HEREUNDER SHALL BE **SOLENO'S** TIMELY RECEIPT OF FULL PAYMENT FOR THE **PRODUCT(S)**. IN ADDITION, THIS WARRANTY SHALL NOT BE BINDING UNLESS SIGNED BY **SOLENO** AND A DATED AND SIGNED COPY BY AN AUTHORIZED OFFICER OF **OWNER** IS RECEIVED BY **SOLENO** WITHIN NINETY (90) DAYS FROM THE ISSUED DATE BELOW.

SOLENO:

By: _____ ISSUED DATE: _____
Its: _____

OWNER:

I hereby state that I have read and understand the above and foregoing **Limited Warranty** and agree to such by signing hereunder.

BY
(signature): _____ DATE: _____
NAME: _____ TITLE: _____