



**Alpha Tubular Motors LLC
LIMITED WARRANTY**

Limited Warranty: Subject to the terms set forth in this limited warranty, and specifically the limitations and exclusions set forth herein, Alpha Tubular Motors, LLC, a California limited liability company, warrants to purchasers (each a “**Buyer**”) of products manufactured by Alpha Tubular Motors (“**Products**”) directly from Alpha Tubular Motors or its authorized distributors that the Products will be free from defects in materials and workmanship under normal and proper use for the duration of the Warranty Period (as set forth below) for the applicable Products.

Warranty Period: The “**Warranty Period**” applicable for each of the Products commences on the date the applicable Product is manufactured (determined by reference to the date stamp on the applicable Product) and terminates at the expiration of the time period specified below:

- i. The Warranty Period for the interior DC roller blind motors with internal batteries (e.g., WSERD30B 2/31) is 7 years on the motors, with the exclusion of the internal batteries, which have a Warranty Period of 3 years. The foregoing applies to motors with a manufacture date after January 1, 2019. Motors of this type made prior to January 1, 2019, have a Warranty Period of 3 years.
- ii. The Warranty Period for Alpha AC tubular motor models is 7 years.
- iii. The Warranty Period for accessories and controls that are used in non-exterior applications is 7 years.
- iv. The Warranty Period for all curtain motors is 3 years.
- v. The Warranty Period for exterior DC motors (e.g., WSERD50 15/12) is 3 years.
- vi. The Warranty Period for exterior solar panels, including those with internal battery storage, is 3 years.
- vii. The Warranty Period for motors, controls and accessories used for residential garage doors and residential gates is 3 years.
- viii. The Warranty Period for any Alpha Tubular Motors Products that do not fall within any of the categories described in subsections i. through vii. above is 3 years.

Buyer Specifications/Compatibility: Alpha Tubular Motors does not warrant and will not be liable for any design, materials, construction criteria or goods furnished or specified by Buyer (including that sourced from other manufacturers or vendors specified by Buyer). Any warranty applicable to such Buyer-specified items will be limited solely to the warranty, if any, extended by the original manufacturer or vendor directly or indirectly to Buyer. Alpha Tubular Motors does not warrant the compatibility of its Products with the goods of other manufacturers or Buyer’s application except to the extent expressly represented in Alpha Tubular Motors’s published specifications or written quotation.

Remedies: Remedies under the above limited warranty will be limited, at Alpha Tubular Motors’s sole discretion, to the replacement, repair or modification of, or issuance of a credit for the purchase price of, the Products involved, and where applicable, only after the return of such Products pursuant to Alpha Tubular Motors’s instructions. Replacement Products may be new, remanufactured, refurbished or reconditioned at Alpha Tubular Motors’s sole discretion. Buyer will be responsible for all installation,

reinstallation, shipping, freight and other costs and expenses associated with the return of the Products to Alpha Tubular Motors and any replacement and/or repair of the Products. Buyer will be responsible for making a claim under this limited warranty directly with Alpha Tubular Motors and Alpha Tubular Motors will not be responsible for any costs or expenses paid by Buyer to third parties for repair, modification, remanufacturing, refurbishing or reconditioning. The foregoing will be the exclusive remedies for any breach of the limited warranty provided herein.

Notice and Exclusions: The foregoing limited warranty is available only if both (I) Alpha Tubular Motors is provided prompt written notice of the warranty claim and (II) an Exclusion does not apply. An “**Exclusion**” will apply, and the foregoing limited warranty will not be available to Buyer, if Alpha Tubular Motors’s examination of a limited warranty claim discloses that any of the following circumstances apply:

- i. any alleged defect has been caused by: improper use, storage or maintenance by Buyer or third parties; unauthorized repairs, enhancements, alterations or modifications to the Products by Buyer or third parties; neglect by Buyer or third parties; accident; or unusual deterioration or degradation of the Products or parts thereof due to physical environment or electrical or electromagnetic noise environment.
- ii. usage, maintenance, selection, adaptation, alteration, installation, storage, operation, repair or wiring of the Products or any electrical connections not conducted in accordance with Alpha Tubular Motors’s written selection guides, installation, operating instructions, professional standards and wiring diagrams.
- iii. the Products have been opened, dismantled or returned with clear evidence of abuse, negligent use or other damage.
- iv. the Products have been used to perform functions other than the functions they were designed for, as specified in Alpha Tubular Motors’s catalogues and selections guides, being, in summary: motorizing windows, window coverings, retractable shading devices, doors, door coverings, gates, garage doors and projection screens and any other functions that Alpha Tubular Motors notifies to the Buyer in writing in its absolute discretion.
- v. the Products are used with any inappropriate products, software or other goods that have not been previously approved in writing by Alpha Tubular Motors.
- vi. any damage, defect or failure has been caused by an external source regardless of its nature (including damage caused by penetration of by liquid or power surge).
- vii. any damage, defect or failure arises from or directly relates to the failure or defect of batteries or other consumables that are not part of the construction of the Products (i.e., that are not hard-wired into the Products).
- viii. the invoice or other order information pertaining to the purchase of the applicable Product(s) is not provided by Buyer to Alpha Tubular Motors such that Alpha Tubular Motors may verify the applicable Warranty Period.

DISCLAIMER: THE ABOVE LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, OR PERFORMANCE OR APPLICATION WARRANTIES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. ALPHA TUBULAR MOTORS DOES NOT MAKE ANY WARRANTIES REGARDING THIRD-PARTY PRODUCTS OR SERVICES.

Claimants: Rights under the above limited warranty (subject to noted limitations and exclusions) extend to purchasers of Products directly from Alpha Tubular Motors or its authorized distributors.