



# 2023

## Pergola® Pratic Limited Warranty

Effective January 1, 2023

**DEAR PERGOLA OWNER!**

**CONGRATULATIONS** on your new purchase! We would like to thank you for choosing SUNAIR for your shading needs. You will find that your new awning will give you many years of satisfactory service. Your Pergola® Pratic awning frame is covered by the following limited warranty.

**5 year Limited Frame Warranty:** Pergola® Pratic models, LEVEL, MITO, ONE, TECNIC, WOOD+, PHOENIX, ZEN, Nomo, Rialto, Opera, Vision, Brera, Raso & SC2500/SC4500 Zipper screens when configured on a Pergola and any other Pratic products offered by Sunair®.

SUNAIR® (Awnings Unlimited Inc.) warrants the above specified “Frames” for a period of five (5) years from the date of original purchase. What is covered by the standard warranty: Mechanical components and the main structure, fabric and paint/ finish on all above models. The motors, electronics, and any heaters are warranted from original purchase by the manufacturers of these products. LED Lights are warranted for 1 year. Acrylic and vinyl fabrics are warranted for five (5- 10) years by the manufacturer of these fabrics (Depending on type of fabric). See separate manufacturer’s limited warranties for fabric, motors, and electronics. For the 1<sup>st</sup> two years, any replacement part will be 100% of the value of the part to be warranted. This value will decrease in year three through five as per the following increments (3<sup>rd</sup> year 60% of value, 4<sup>th</sup> year 40% of value, and 5<sup>th</sup> year 20% of value). Under this limited warranty, SUNAIR® warrants to the original purchaser “customer” but not a third party that the frame be free from defects in workmanship and materials under normal and proper use during the warranty period. Under this warranty, SUNAIR® agrees to repair at our facility or replace free (at our option) any aluminum or wood hardware, or component part, not including labor costs, any “in the field” labor related to the repair, and freight (to and from). Any defect must be reported within the warranty period listed above and approved by SUNAIR. Any item replaced under warranty does not extend the warranty period.

### WARRANTY EXCLUSIONS.

Normal wear and tear is not covered by this warranty (See product specific and additional warranty exclusions and care and maintenance instructions below and from Pratic). SUNAIR assumes no liability for damage due to faulty installation, reinstallation, service, altered parts, addition of non Sunair/Pratic manufactured parts, failure to adhere to pitch requirements as set forth in the OEM / SUNAIR & Pratic installation manuals, use or misuse for which the product was not intended or improper maintenance and cleaning, whether routine or otherwise. This warranty does not cover the product if installed high up on a multi story building or in a very salty corrosive environment, where normal wear and tear is accelerated. SUNAIR is not liable for damage to any structure to which the product is attached, or to property above or near the product. Sunair is not responsible for any lack of or unsuitability of structure to properly fasten the Pergola to the customer’s walls, decking, floors or footers. This warranty does not cover any damage to the product or structure caused by nature such as acts of God, ice, snow, rain, high winds, gales, hurricanes, tornadoes, vandalism, neglect, fire, use of which the equipment is not intended, weights or loads allowed to accumulate, dents, scratches, weather soiling/stains from environmental pollution, degeneration due to saltwater corrosion, or normal wear and tear from use. Pratic / Sunair publishes safe wind load operating ranges for each size and model under the ‘Beaufort’ scale. The wind load safe operating range “Beaufort chart” is included in the “use” and “maintenance” manual for Pergola awnings. Do not exceed wind load recommendations for your systems width and projection configuration. Sunair /Pratic will not be liable for any damages as described above if the product is used outside of the safe operating wind range. Sunair may provide engineering calculations for select models that may be utilized by your engineer to certify the system, or may only require small alterations. However, neither Sunair nor Pratic will be liable for the use of any calculations we provide or the performance of subject structures in the field using any calculations we provide. It is up to each customer to do site specific engineering calculations for each project. Fabric sent in to be treated with “Flame coat” to become fire retardant is not warranted by Sunair and is subject to the manufacturer’s warranty who applied the coating and provided the certificate. Heaters provided by Sunair are sold as “supply” only and not covered by Sunair’s warranty. Sunair does not warranty or guarantee that heaters supplied will sufficiently heat the space and final decision on the number of heaters and location of heaters on the project is the purchasers or customers responsibility.

Sunair is not responsible if the owner and/or buyer is unable or unwilling to secure a permit or approval to install the Pergola. Not receiving or being able to secure a permit for the awning is not grounds to cancel a confirmed, partially made, or completed order. Not being able to secure a permit does not qualify you for a refund, or right to return the merchandise (Pergola awning) for full or partial credit. Monitor your system at all times to make sure it is not extended in too severe weather. This warranty is in lieu of all warranties, expressed or implied, including warranties of merchantability and fitness for a particular purpose. SUNAIR will not be liable for any consequential or incidental damages, or injuries arising from an alleged breach of this limited warranty. This warranty gives specific legal rights and you may also have other rights that may vary from state to state. Purchaser shall defend, indemnify, and hold SUNAIR, Awnings Unlimited Inc, SUNAIR West, and Pratic harmless against all claims, suits, proceedings, losses, liabilities, and damages (Including costs expenses and reasonable attorney's fees) asserted by third parties against the Purchaser which arise out of any act or omission that constitutes a breach of purchasers warranty hereunder. Should a dispute arise under this warranty, it will be governed by the laws of the state of Maryland, and any action to enforce this warranty must be initiated in Howard County, Maryland. This warranty is null and void if the system is sold, serviced or repaired by an unauthorized PERGOLA® Pratic dealer or service outlet. Further, this warranty is null if product is not fully paid for in a timely manner according to payment terms, or proof of purchase cannot be provided (ie. Invoice or receipt from an authorized SUNAIR dealer). Be mindful that all SUNAIR PERGOLA® products are designed primarily for sun protection and moderate to normal inclement weather. Your awning and screen (If configured on your Pergola® system) should be in retracted position when you are not on the premises and during any severe weather events. The product should not be extended during extreme high winds, or snow as damage to the awning and building can occur. Do not use the awning during any inclement weather if the temperature is near or below freezing as ice can build up on the awning. For Opera and Vision louvered systems, the louvers should be adjusted to a 45° position for heavy rain and wind, and 90° position for snow or hail (For Brera, louvers should be fully retracted). Twisting of the louvers due to awning being used in bad weather is not covered by this warranty. If your fabric Pergola® is installed with the proper pitch for water drainage, or if your unit is upgraded with the "optional" panels sloping to the sides for proper water drainage, then your Pergola® will withstand moderate to normal rain occurrences. However, if your unit has "loose" fabric and or is mounted flat without pitch or special upgraded water drainage accommodations, your fabric roof Pergola® awning will not withstand any rain at all. In such a case, even light to moderate rain can damage the fabric and frame. For Fabric pergolas a Somfy EOLIS wind sensor can be added and offer extra protection from high winds but is not a guarantee against damage. Systems fitted with sun and wind sensors that are damaged by wind are not covered under this warranty. This warranty does not cover the effects on saline environment on the metal parts and paint. If installation is near or above saltwater, spa, or pool, excessive moisture may cause scales, bubbles or corrosion or rust on the extruded aluminum profiles, paint, and metal parts. Such occurrences are not covered by this warranty. If installation is near saltwater, please wash the awning at least once a month with fresh water. This warranty is void if the "use of" and "maintenance" of the Pergola has not been carried out per the Pratic/Sunair published maintenance, care of, and use manuals (You must read all "Use" and "maintenance" manuals prior to use). Motors and electronics typically do not require any maintenance. The motor is installed inside the safety box or structure. Should the motor or electronics get out of adjustment, do not try to re-set the motor limit switches yourself, notify your SUNAIR® Pergola® awning dealer. All electrical hook ups and servicing must be carried out by an authorized licensed company. If any servicing is done by a non-authorized and qualified person, the warranty is null and void. Sunair or Pratic shall not be held responsible for damage and malfunction caused by: failure to follow instructions contained in the "Use care and maintenance manual", repair not carried out in a workmanlike manner and replacement of spare parts other than those supplied by the Pratic/Sunair, unauthorized modification or intervention, lack of maintenance, defective power supply, misuse of the product, non-foreseeable exceptional events, damage caused by unauthorized modifications and transformations by the user or by the customer.

This warranty also does not cover variations in exact frame color match of the profiles to the Ral# designation ordered as slight variations in color may occur. Waterproofing and caulking seals must be periodically maintained and may degrade over time and this is not covered by this warranty. Proper care, use, and maintenance is important if the maximum life of the product is desired. Routine care is simple but certain recommended procedures should be followed. For extended storage periods, make sure your awning is dry and free of debris before retracting to prevent possible mildew. If the awning is retracted while the fabric is wet, extend the awning out after the rain to dry. Remove bird's nests from the frames as the birds can destroy the fabric. Vinyl and acrylic fabric should be cleaned regularly with a soft brush or cloth before substances such as dirt and roof particles become imbedded in the fabric. Most fabrics used today can be cleaned with mild detergent. You must check with your dealer for separate care and cleaning instructions for your fabric.

#### **Additional exclusions wood Pergola® units:**

Normal wear and unavoidable deterioration of the wood of Pergola Wood Plus awnings are not covered by this warranty (gnarls, cracks, and small deformations are absolutely natural) including normal decay of varnish. The wood is covered by a warranty against degradation due to putrefaction due to fungi and insects, provided that 1) the wood is not in contact with the ground or water. 2) The beams have not been planed, milled or altered from its original manufactured state. 3) The wood beams have not been installed in proximity of dirt and mulch. 4) Cracks and splits in the wood have been filled and sealed when they appear. 5) The structure has not been overloaded. 6) No modifications, repairs, or replacements have been done by third party without approval of the dealer. 7) The maintenance has been carried out as stated in the maintenance manual.

**Returns for repairs or replacement:** No returns will be accepted without prior written authorization by SUNAIR®. A Return Authorization number issued by SUNAIR must accompany all returns, and all unauthorized returns will be refused. The return shipment is to be freight prepaid by the buyer, and under no circumstances shall the buyer deduct the value of the returned merchandise or the freight from any remittance due.

**PERGOLAS WITH OPTIONAL SCREENS ADDED:** If screens are configured to a Pergola project, this warranty covers any screens made by Sunair that are configured on or with the Pergola system. This limited warranty then takes the place of any other screen product warranty Sunair offers or publishes. If unit is motorized, monitor the screen during operation. If screen has windows, do not operate if temperature is below 45 degrees. Units with solid fabric and clear film windows will require periodic inspections by the owner to make sure the fabric and zipper do not stick. The windows may cloud up, become yellow, or become foggy over time within the warranty period or prior to the rest of the fabric becoming unserviceable. The “clear plastic film windows” if configured on your screen system are not covered under this warranty. In addition, any shrinkage of the screen fabric due to added heaters and use of heaters is not covered. Do not allow the fabric to stay rolled up for long periods of time without airing them out. Do not roll the fabric up wet. If rolled up wet, allow the fabric to dry out as soon as possible. Wind damage to screen fabrics is not covered under this warranty. Wind can also pull the zipper out of the track. If wind pulls the zipper out of the track, the zipper will need to be re-inserted which is not covered by this warranty. See separate “Operating” instructions for the Raso screens, SC2500 and SC4500 exterior zipper screen systems.

**THIS WARRANTY IS VOID IF AWNING IS NOT REGULARLY MAINTAINED AND SERVICED AS PER MANUALS. IN ADDITION TO THIS WARRANTY, DEALER, CONSUMERS, AND THE FINAL END USER MUST READ THE SEPARATE “HOW TO USE, CARE FOR & MAINTAIN YOUR PERGOLA” AS WELL AS THE “PERGOLA WIND FILES RECOMMENDED USE” DOCUMENTS.**

To receive warranty service, contact the Sunair dealer from whom the system was purchased, or write to:



SUNAIR® East  
AWNINGS UNLIMITED INC.  
P.O BOX 1068  
JESSUP, MD 20794  
(410) 799-1145

SUNAIR® West  
P.O Box 1062  
Jessup, MD 20794  
(602) 272-3920

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