



# Product Warranty

## ONE YEAR LIMITED WARRANTY TO ORIGINAL PURCHASER

**State Law and Implied Warranties:** This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from state to state. Any implied warranties that apply to you, including implied warranties of merchantability and fitness for a particular purpose, are limited in duration to the Warranty Period defined below. Some states do not allow limitations on how long an implied warranty will last, so the above limitation may not apply to you.

**Limited Warranty – What is Covered:** Star Exhibits & Environments, Inc. ("Star") warrants that this myBackyardStudio™, myOffice™, myArtStudio™, myGym™, or mySanctuary™ product (the "Product") will be free from defects in design, materials and workmanship when used for its intended purposes under normal usage conditions (the "Product Warranty").

If you purchase Star's installation services and Star assembles and installs the Product for you (the "Installation Services"), Star also warrants that the Installation Services will be performed in accordance with the Product's installation instructions and in a good and workman like manner (the "Installation Warranty").

**As described below, there are limitations to this Limited Warranty.**

**Who is Covered:** This Limited Warranty is made only to the original end user purchaser of the Product. If you are the original end user purchaser of the Product, you are covered by this Limited Warranty. If you are not the original end user of the Product, you are not covered by this Limited Warranty. **This Limited Warranty is not transferable.**

**How Long Coverage Lasts – the Warranty Period:** This Limited Warranty only applies for a period of one year (the "Warranty Period"). If you purchase the Installation Services, the Warranty Period begins on the day that the Installation Services are substantially completed (meaning that you are able to use the Product). If you do not purchase the Installation Services, the Warranty Period begins on the day that the Product is delivered to you. If a state law applicable to you at the time of your purchase of the Product requires a warranty period of more

than one year, the Warranty Period for you will be the warranty period required by that state law.

**What Star will Do:** Star's obligations under this Limited Warranty are limited. Under the Product Warranty, Star's only obligations are to, at its election:

1. repair the Product;
1. replace the Product; or
1. refund the original purchase price you paid for the Product.

Under the Installation Warranty, Star's only obligation is to correct or reperform the Installation Services as necessary to satisfy the Installation Warranty.

**These are the sole and exclusive remedies available under this Limited Warranty. Star's maximum monetary liability under Product Warranty is an amount equal to the purchase price you paid for the Product. Star's maximum monetary liability under Installation Warranty is an amount equal to the price paid you paid Star for the Installation Services.**

**Things Not Covered:** This Limited Warranty does not cover problems that result from:

1. unless you purchased Star's Installation Services, and Star assembled and installed the Product for you, any failure of the site on which the Product is placed to meet the Product's minimum site requirements;
1. unless the Installation Warranty applies, any failure to follow the Product's installation instructions;
1. any failure to follow instructions for use or maintenance of the Product;
1. repair or modification of the Product by someone other than Star;
1. normal wear and tear; or
1. damage to the Product from weather, changes in site or ground conditions, misuse, abuse, vandalism, or other causes.

**How to Make a Claim:** Call Star toll free at (833) 396-6297. You must make your claim during the Warranty Period and within 60 days after you first discovered the defect that is the subject of your claim. If a state law applicable to you at the time of your purchase of the Product requires that you have a longer period within which to make a claim, you will be allowed that longer period. You will need a receipt (or similar document) that shows that you are the original end user purchaser of the Product and are within the Warranty Period. You will also need a reasonably

complete description of the problem you are having. Star may require that you provide it with photographs of the Product or other information with regard to your claim.

**Window, Door, and other Component Warranties:** Products include windows, doors, and other components manufactured by third parties (persons or entities other than Star). To the extent required for any manufacturer warranties of those components to be applicable to you, Star hereby assigns any rights it may have under those warranties to you. However, Star reserves its rights to make claims under those warranties in connection with a claim by you under the Product Warranty or the Installation Warranty.

**No Other Express Warranties:** This Limited Warranty is the only express warranty that applies to the Product or Star's Installation Services. Star has not given anyone the right to make any warranty or promise of any kind relating to Star, the Product, or the Installation Services, so if someone other than Star makes such a warranty or promise, it is not binding on Star.

**Limitation of Damages:** In no event or circumstance will Star be liable to anyone for any punitive, special, incidental, indirect or consequential damages that relate in any way to the Product or any Installation Services, even if Star has been advised of the possibility of those damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you.

**Product Changes:** Star may change the Product, the materials used in the Product, the manner in which the Product is made, or the manner in which the Installation Services are performed from time to time, but will not have an obligation to incorporate any of those changes into previously manufactured Products or previously performed Installation Services, or to provide notice of any of those changes to prior purchasers of Products or Installation Services.