

Shade Structures WARRANTY

TERMS AND CONDITIONS

GENERAL CONDITIONS

The warranty set forth shall be the purchaser's sole and exclusive warranty. All warranties below are effective from the date of delivery. Manufacturer reserves the right to repair or replace any item covered by this warranty.

- This warranty will be void if the structures are not paid for in full. The warranty is void if the structures are not installed in strict compliance with the manufacturer specifications.
- Purchaser shall notify seller in writing detailing any defect for which a warranty claim is being made.
- Manufacturer and any reseller shall not in any event be liable for indirect, special, consequential or liquidated damages.
- Manufacturer specifically denies the implied warranties of fitness for a particular purpose and merchantability.
- The warranty is void if any changes, modifications, additions or attachments are made to the structures or fabric without the written consent of the manufacturer.
- No signs, objects, ornaments, fans, lights, fixtures or decorations may be hung from the top part of the structure, unless specifically designed and engineered by the manufacturer. These items may interfere with the fabric causing the warranty to be voided.
- 1 year limited warranty on all moving parts and any item not specifically listed above.

THREAD

Thread shall be 100% expanded PTFE fiber that is high strength and low shrinkage, which carries a 10 year warranty. This warrants that the sewing thread will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather and water. All other warranties disclaimed.

FABRIC

Fabrics carry a ten-year limited manufacturer's warranty from the date of delivery against failure from significant fading*, deterioration, breakdown, outdoor heat, cold, or discoloration.

*The colors Red and Yellow are warranted against significant fading for only two years.

If the corners of the fabric are equipped with both holes in the fabric corner PLUS reinforcing straps, BOTH the strap and fabric hole must be placed over each corner hook or the fabric warranty is void. Fabric curtains, valences or flat vertical panels are not covered under the warranty. Fabric is not warranted where it is installed on a structure that is engineered and/or built by another manufacturer. This warranty shall be void if damage to or failure to the shade structure is caused by contact with chemicals, chlorine, bleaching agents, hydrocarbons or hydrocarbon containing solvents, misuse, vandalism or any act of God, including but not limited to wind in excess of the wind limitations set forth below. All fabric tops are warranted for sustained winds up to 76mph (hurricane force 1) and for gusts of up to 3 seconds duration up to

90mph. Removal of the shade fabric is required if damaging winds are called for. Damage due to snow and/or ice accumulation is not covered by this warranty. Canopies should be removed during the "off season". These structures have been designed to eliminate any friction between the rafters and the fabric. The warranty will, therefore, be voided if any modification (temporary or permanent) is made to the rafter, cross pieces or ridge beams, or if the fastening apparatus is not secured accordingly. Manufacturer reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. The company does not warrant that any particular color will be available for any period of time and reserves the right to discontinue any color for any reason it may determine, without recourse by the owner of the discontinued fabric color.

STEEL STRUCTURE

The structural steel frames are covered for a period of twenty years against failure due to rust-through corrosion under normal environmental conditions. Workmanship is warranted for a period of five years. Structures are warranted for winds up to 90 mph only if shade canopies have been removed as per requirement set forth above in the fabric paragraph.

Removal and re-installation must be performed by a qualified person or authorized dealer following the instructions in APPENDIX A below. This steel warranty shall be void if damage to the steel frame is caused by the installer or from physical damage, damage by salt spray or sprinkler systems, contact with chemicals, chlorine, pollution, misuse, vandalism, or any act of God.

POWDER COAT FINISH

The Limited Warranty for Powder Coating provides for the following after a five year exposure period when applied according to the recommendations listed on the product's technical data sheet and appropriate surface preparation has been utilized.

- The coatings shall retain their original color with a E of < 7.5 units for high chroma colors, (Yellows, Reds, Oranges, Etc.) and a E of < 5.0 units for low chroma colors, when tested in accordance with ASTM D 2244.
- The coating shall retain a minimum of 50% of its original gloss level after washing, when tested in accordance with ASTM D 523.
- The coating shall exhibit chalking no worse than a numerical rating of 6, when evaluated in accordance with ASTM D 659-80.

ACTS OF NATURE

This warranty does not cover natural disasters, such as earthquakes, shifts of terrain, or tornadoes. If the structure is installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued.