

WARRANTY: Retractable Awnings

1-Year Manufacturer's Limited Warranty

Obtaining necessary permits is the sole responsibility of the purchaser.

Purchaser/customer agrees he/she/company will NOT hold Awntech liable for improper installation, maintenance and repairs.

Replacements for missing parts within 30 days of receipt of awning. Please refer to E below for limitations.

A. RETRACTABLE AWNING WARRANTY:

1-Year Limited Manufacturer Warranty (Prorated by the month)

B. WHO GIVES THIS WARRANTY?

Awntech Corporation, 10950 S. Pipeline Road, Euless, TX 76040

C. WHO IS ENTITLED TO THIS WARRANTY?

This Warranty applies only to the original purchaser who paid for the product and may not be assigned or transferred to subsequent owners. This Warranty applies only to products purchased and installed in the United States.

D. WHAT ARE THE RESPONSIBILITIES OF AWNTECH UNDER THIS WARRANTY?

Subject to the terms and conditions set forth herein, Awntech Corporation will furnish replacements for parts found by Awntech Corporation to be defective in design, manufacture or assembly, under each specific component or product warranty as set forth below.

E. WHAT ARE THE RESPONSIBILITIES OF THE ORIGINAL PURCHASER UNDER THE WARRANTY?

- For missing parts or pieces of the awning received, the customer must notify Awntech within 30 days of receipt. Failure to notify Awntech within the 30-day period will void warranty replacements for missing pieces. It is strongly recommended that customers fully inspect the contents of the package for damaged or missing pieces as soon as the awning is received.
- Before any claims may be made under this Warranty, the original purchaser must have paid in full for the product covered under the Warranty, according to the terms and conditions of the pay-plan defined in the original order. IF THE PURCHASER HAS FAILED TO MAKE FULL PAYMENT, THIS WARRANTY SHALL BE NULLIFIED AND AWNTECH CORPORATION SHALL BE RELIEVED FROM ANY RESPONSIBILITY OR LIABILITY UNDER THIS WARRANTY. The purchaser agrees and acknowledges that this Warranty agreement constitutes an executor contract.
- The purchaser must use care in installation, maintenance, operation, use, and storage of the product in accordance with the instructions contained in the owner's manual. ANY FAILURE TO INSTALL, MAINTAIN, OPERATE, USE AND STORE THE PRODUCT IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE OWNER'S MANUAL WILL NULLIFY THIS WARRANTY AND RELIEVE AWNTECH CORPORATION FROM ANY RESPONSIBILITY OR LIABILITY UNDER THIS WARRANTY.
- Promptly notify Awntech Corporation of any claims.
- The purchaser may be required to provide a photograph or videos of any defective parts. The purchaser may also be required to pay a deposit until the defective parts are returned to Awntech Corporation for inspection. The purchaser must obtain a return authorization form from Awntech Corporation's customer service department prior to the return of any merchandise and after having received such authorization, return the part or product, freight prepaid, to Awntech Corporation.

F. WHAT IS COVERED UNDER THIS WARRANTY?

The following components of Awntech® models and their accessories (defined as accessories attached to the awning) are covered under this Warranty, subject to the limitations set forth below. These components have a one (1) year limited (prorated) warranty, against manufacturer's defects as outlined below:

- a) Within one year (12 months) from the date of the original purchase, a defective component will be replaced upon the purchaser's payment of 1/12th of the full retail cost of the component for each month of use prior to the claim. Awntech reserves the right to ask for the defective part to be returned and/or photos/videos of the defective part.
- b) Structural Supports: all supporting components are warranted not to fail for one (1) year, excluding the Lateral Projection Arms (see G below).
- c) Acrylic Fabric: prorated warranty for one (1) year against:
 - a. Excessive fading under normal conditions if maintained, operated, used, and stored in accordance with the instructions contained in the owner's manual.
 - b. Mildew on acrylic fabric. Mildew will not form on the fabric itself, but may form on dirt and dust that have not been removed from it. Please see maintenance instructions for proper cleaning—outlined in owner's manual.

G. WHAT IS NOT COVERED UNDER THIS WARRANTY?

- Lateral Projection Arms are not covered by this Warranty.
- The Awntech California Manual retractable awnings up to 12 feet long are designed for residential uses only, and not for commercial/moving vehicle uses. The Awntech California Retractable Awnings are also not designed to be used for carports. Any damage that results from the purchaser's use of the Awntech California Retractable Awnings for commercial uses or for carports is not covered by this Warranty.
- Any failure or damage of the components that results from any intentional or negligent actions by the purchaser or by any other person is not covered by this Warranty. This includes leaving retractable awnings extended during harsh weather.

- It is the responsibility of the purchaser to securely fasten the awning to studs, joists, headers or other structural members. Any failure or damage that results from the awning falling from its installed position is not covered by this Warranty.
- Labor charges associated with the installation of full unit replacement awnings and/or labor charges associated with the installation of replacement awning parts are not covered by this Warranty.
- Freight expenses to and from Awntech Corporation are not covered by this Warranty and must be paid by the purchaser.
- Stretching of fabric or damage to any structural component caused by wind or water pooling on the fabric or any other weather is not covered by this Warranty.
- Failure or damage to the lateral arms or their components are not covered by this Warranty.

H. GENERAL PROVISIONS AND LIMITATIONS

- The warranty granted herein is the exclusive remedy for the purchaser. Awntech Corporation makes no other warranties to the purchaser, express, statutory, implied or otherwise and all implied warranties, including without limitations, implied warranties of merchantability and fitness for a particular purpose, are hereby disclaimed.
- To the extent permitted by law, Awntech Corporation shall have no liability to the purchaser or any other person for incidental, special, consequential, indirect or similar damages of any kind or nature whatsoever, whether arising out of breach of warranty or other breach of contract, negligence or other tort, or otherwise, even if Awntech corporation shall have been advised of the possibility or likelihood of such potential loss or damage. In no event shall Awntech Corporation be liable for loss of profits and/or wages.
- Some states do not allow limitations on how long an implied warranty lasts, or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. This warranty gives you specific rights, and you may have other rights, which vary from state to state.

Awntech Corporation, 10950 S. Pipeline Rd., Bldg. 1, Euless, TX 76040 / Ph. 817-354-9600; Fax 817-354-9612 / Warranty@awntech.com

RETURNS & DAMAGES

RETURN QUALIFICATION:

You can only return a product without recourse if it is defective upon arrival. If you simply do not like the product, or if you did not measure correctly, you will only be qualified for a merchandise credit and you will be required to pay for shipping the product back to Awntech in re-stock condition. There will be a 25% restock fee applicable. Customers have up to 30 days from delivery to return their product, otherwise they will qualify only for warranty replacements, subject to the restrictions set forth herein. Customized awnings (dimensions outside of Awntech's standard offerings) cannot be returned and will qualify only for warranty replacements, subject to the restrictions set forth herein.

DAMAGED MATERIAL:

Damage occasionally occurs during shipping. Scrapes dents and rips in the outer packaging that could indicate possible damage should be described to the carrier at the time of delivery. If damage to the product seems apparent, the shipment should be refused. Concealed shipping damages must be reported within **5 days** from the receipt of the awning.

FABRIC DYE-LOT AND LIGHTING VARIATION:

Fabric dyes may vary slightly from run to run. This is a normal and unavoidable. Different lighting types and lighting direction may cause the fabric you choose on the website to appear slightly different than the actual fabric does in full sunlight.

RETURNS/ORDER EXCEPTION CONTRACT:

Phone :817-354-9600, Fax 817-354-9612, E-mail warranty@awntech.com TO ACQUIRE A RETURN OR REPAIR AUTHORIZATION NUMBER YOU MIGHT GO THROUGH THE WARRANTY PROCESS: E-mail Photos of damaged parts to: customers@awntech.com or mail to: Awntech Corporation, 10950 S. Pipeline Rd., Bldg 1, Euless, TX 76040

Authorized returns should be shipped to:

Returns Department: Awntech Corporation, 10950 S. Pipeline Rd., Bldg 1, Euless, TX 76040

RISKS & WARNINGS

Please handle with care when you open the package and during assembly and installation. The frame parts are made of metal and parts may have sharp corners. Please keep children away during assembly and installation of awning.

Caution: improper installation of mounting brackets can cause damage or personal injury. The bracket bolts must be secured to a stud. The brackets should be secured with lag screws as close to the center of the stud. When fully extended, the weight of the awning exerts significant torque on the torsion bar and studs. Failure to center bolts to studs will cause premature failure and result in collapse and/or injury.

Never attempt to repair or disassemble the Lateral Projection Arms. The Lateral Projection Arms that support the canopy are manufactured with structural grade stainless steel cables and high-tension springs within the arms. Serious injury or property damage can occur if attempting to make repairs without restraining the Lateral Projection Arms. If you have any questions, please contact us at 817-354-9600.

DAMAGE DUE TO STRONG WINDS, RAIN, SNOW, OR ICE

Awntech © Corporation does not guarantee its retractable awnings against weather-related damages (such as strong winds, rain, snow, or ice) under any circumstances. Retractable awnings are designed to protect the customer from UV and sunlight exposure. They are not designed to hold snow load, ice load, water load (from pooling water on the fabric), or debris load such as leaves/branches. Do not leave the awning extended during extreme weather conditions such as high winds, rain, snow, and ice. Extreme weather conditions may cause the Lateral Projection Arms to break under heavy strain. Awntech does not take responsibility for any weather-related damages or damages resulting from negligence/improper handling of the awning.

When not in use, it is best to keep your awning fully retracted at all times. If moderate to severe weather is predicted, or weather that brings rain/ice/snow/wind speeds of 30MPH+, retract your awning in immediately.