

NON-TRANSFERABLE LIMITED WARRANTY

This Non-Transferable Limited Warranty applies to the SHADETREE CLASSIC AWNING, SHADETREE PRESTIGE AWNING, SHADETREE OPTIMUM AWNING systems manufactured and assembled by ShadeTree Cool Living, LLC.

Subject to the other provisions contained in this limited warranty,

1. Awning frame parts for the SHADETREE CLASSIC AWNING System are warranted by ShadeTree Cool Living, LLC against manufacturing defects for a period of five (5) years from the original date of purchase.
2. Awning frame parts for the SHADETREE PRESTIGE AWNING System are warranted by ShadeTree Cool Living, LLC against manufacturing defects for a period of eight (8) years from the original date of purchase.
3. Awning frame parts for the SHADETREE OPTIMUM AWNING MAXX, GAUDÍ, and MIRÓ are warranted by ShadeTree Cool Living, LLC against manufacturing defects for a period of twelve (12) years from the original date of purchase.
4. Awning frame parts for the SHADETREE OPTIMUM AWNING and SHADETREE OPTIMUM AWNING SC Systems are warranted by ShadeTree Cool Living, LLC for the life of the awning against manufacturing defects.
5. Frame finish for these systems is warranted by ShadeTree Cool Living, LLC against manufacturing defects for a period of five (5) years from the original date of purchase.
6. Electric motors are warranted for a period of five (5) years from the original date of purchase under a separate manufacturer's limited warranty.
7. Controls and electric equipment are warranted for a period of five (5) years from the original date of purchase under a separate manufacturer's warranty.
8. Awning fabrics are warranted by the textile manufacturer for a period of up to ten (10) years, depending on the fabric and/or manufacturer, under a separate manufacturer's warranty. Their warranty covers the replacement cost of the yardage of fabric only; labor and freight charges related to a fabric replacement are not covered under their limited warranty. The limited warranty covers fabrics becoming unserviceable due to loss of color or deterioration from normal exposure, including sunlight, mildew, rot and atmospheric chemicals.

Other Terms and Conditions

- Subject to strict adherence to the terms of this limited warranty, ShadeTree's sole obligation under this warranty is to repair or replace, at ShadeTree's option, any component warranted by SHADETREE. ShadeTree's obligation does not include labor or shipping costs, and SHADETREE reserves the right to issue a cash refund to the customer in an amount equal to the cost of repair or replacement of the component in lieu of any other obligation.
- If a defective component is covered by a separate manufacturer's warranty, any warranty obligation is solely that of the separate manufacturer, and SHADETREE has no obligation other than to assign to the original customer ShadeTree's rights under the manufacturer's warranty.
- This limited warranty extends only to the initial purchaser of a SHADETREE CLASSIC AWNING, SHADETREE PRESTIGE AWNING, SHADETREE OPTIMUM AWNING, SHADETREE OPTIMUM AWNING SC, SHADETREE OPTIMUM AWNING system, but not to any subsequent purchaser or third party. The warranty cannot be transferred or assigned by the initial purchaser.
- This limited warranty extends only to SHADETREE CLASSIC AWNING, SHADETREE PRESTIGE AWNING, SHADETREE OPTIMUM AWNING, SHADETREE OPTIMUM AWNING SC, SHADETREE OPTIMUM AWNING systems that are sold, assembled, installed, serviced and/or repaired by Authorized SHADETREE Installers.
- All claims under this warranty must be made in writing, within 30 days following the date on which the claim arises, and must be accompanied by a copy of the original invoice or receipt for purchase. Failure to follow this procedure voids the warranty.
- The warranty is void if any portion of the purchase price for the SHADETREE system has not been paid in full at the time the claim is filed.
- The warranty is void if any changes, modifications, additions or attachments are made to an awning system without the prior written consent of SHADETREE.
- No signs, objects, fans, light fixtures or other items may be hung or suspended from an awning system. Suspending any item from a system shall void the warranty.

- The warranty is void if any of the components used to assemble or install the awning system are not original SHADETREE parts.
- The warranty shall be void if damage to the frame, moving pieces, or fabric is caused by (a) misuse, willful or intentional damage, vandalism, chemicals, or any Act of God (including, but not limited to hurricane, tornado, micro/macrobusts, ice, snow, sleet, rain, fire or wind in excess of acceptable conditions as published by SHADETREE), (b) weathering occurring from normal use or by normal wear and tear, (c) marks and/or tears to the fabric caused by intermediate tube supports, (d) dents or scratches, (e) degradation due to salt corrosion (i.e. corrosion, oxidation, rust, chipping or peeling of paint finish), (f) accumulation of weight or heavy loads, (g) sun or wind, including systems with sun or wind sensors (these sensors are not always effective) or (h) installation, assembly, service or repair work performed by someone who is not an Authorized Shadetree Dealer.
- SHADETREE reserves the right to inspect the awning system involved in any claim against the warranty.
- SHADETREE shall not in any event be liable for actual, indirect, special, consequential, or liquidated damages or for lost profits.
- Repair or replacement of a part or product pursuant to this warranty shall not have the effect of extending the warranty period.
- All disputes arising from this warranty are to be governed by the laws of the State of Texas. Any action to enforce this warranty must be initiated in the State of Texas.

THE FOREGOING WARRANTY IS IN LIEU OF, AND SHADETREE EXPRESSLY DISCLAIMS, ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR ARISING BY COURSE OF DEALING OR PERFORMANCE, CUSTOM, USAGE IN THE TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SOME STATES DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS. HEREGO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Warranty Service

To make a warranty claim, contact Customer Service toll free at 800-894-3801 or email

service@shadecanopies.com.

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