

CANOPY FABRIC WARRANTY:

FIVE (5) YEAR WARRANTY COVERAGE PERIOD. For purchases on or after January 1, 2012, ShadeTree Cool Living warrants that its canopy fabric ("canopy" or "fabric") will be free of defects in material and workmanship under normal and proper use for a period of five (5) years commencing from the date the canopy was received by the purchaser or installer. This warranty protects against the fabric becoming unserviceable from normal usage and exposure. This warranty protects the original purchaser only and is not transferable.

If it is determined by ShadeTree Cool Living that a product is defective, that the defect is the fault of ShadeTree Cool Living, and the defect cannot be repaired, ShadeTree Cool Living will provide a new equivalent replacement canopy at no cost during years one (1) through three (3); at the then current selling price less a thirty (30%) percent discount during the fourth (4th) year; and less a twenty (20%) percent discount during the fifth (5th) year.

LIMITS TO THE WARRANTY. This warranty does not cover any limitations (see also "Additional Warranty Limitations" below), including: Damage from misuse or abuse; Abrasions or Tearing from improper use or maintenance; Damage from improper or neglectful maintenance or cleaning, including failure to follow instructions; Improper installation; Or costs associated with replacement of the fabric, including labor, installation or shipping. Excessive Winds: This warranty does not cover the failure of the purchaser to properly maintain the canopy system in the event of excessive winds. In the event of projected winds at or exceeding 40 MPH the user or purchaser shall retract and secure (Shade Tree Cool Living Wrap-up) the canopy fabric system. In the event of projected winds at or exceeding 60 MPH, the user or purchaser shall remove the canopy from the track and store the canopy in a safe place. Failure by the user or purchaser to follow this procedure or other instructions constitutes misuse and improper maintenance which may result in damage to the fabric or canopy system, and shall void all warranties.

POSTS, OVERHEAD ALUMINUM AND VINYL TRACKS:

TEN (10) YEAR WARRANTY COVERAGE PERIOD. For purchases on or after January 1, 2012, ShadeTree Cool Living warrants that all Posts and Overhead Tracks will be free of material defects under normal and proper use for a period of ten (10) years commencing from the date the product was received by the purchaser or

installer. This warranty does not cover (see also "Additional Warranty Limitations" below) failure to follow instructions; Damage from misuse or abuse; Abrasions; Damage from improper or neglectful maintenance, care or cleaning; Improper installation; Or costs associated with replacement of the item, including labor, installation or shipping.

SYSTEM HARDWARE:

THREE (3) YEAR WARRANTY COVERAGE PERIOD. For purchases on or after January 1, 2012, ShadeTree Cool Living warrants that all System Hardware, which includes Rollers, Brackets, Cross Members, Handles, Hooks and other like kind items specified as "System Hardware" from time to time, will be free of material defects under normal and proper use for a period of three (3) years commencing from the date the products were received by the purchaser or installer. This warranty does not cover (see also "Additional Warranty Limitations" below) failure to follow instructions; Damage from misuse or abuse; Abrasions; Damage from improper or neglectful maintenance, care or cleaning; improper installation; Or costs associated with replacement of the item, including labor, installation or shipping.

ACCESSORIES (Blinds, Valances, Curtains, Wrap-ups, Mood Lights):

ONE (1) YEAR WARRANTY COVERAGE PERIOD. For purchases on or after January 1, 2012, ShadeTree Cool Living warrants that all Accessories, which include Blinds, Valances, Curtains, Wrap-ups, Lights (Mood or other) and other like kind items specified as "Accessories" from time to time, will be free of material defects under normal and proper use for a period of one (1) year commencing from the date the product was received by the purchaser or installer. This warranty does not cover (see also "Additional Warranty Limitations" below), failure to follow instructions; Damage from misuse or abuse; Abrasions and Tearing from improper use or maintenance ; Damage from improper or neglectful maintenance, care or cleaning; improper installation; Or costs associated with replacement of the item, including labor, installation or shipping.

ADDITIONAL WARRANTY LIMITATIONS: APPLIES TO CANOPY FABRIC, POSTS, ALUMINUM AND VINYL TRACKS, SYSTEM HARDWARE AND ACCESSORIES:

All warranties provided by ShadeTree Cool Living do not provide protection or coverage against any failure, defect or damage caused by, but not limited to: Neglect, including failure to follow

any care, maintenance and cleaning or other instructions (failure to maintain and clean products can result in fading, mildew and other problems); Abrasions (which includes allowing products to rub or come in contact with itself or other items) or Tearing; Improper handling or storage by the purchaser or installer; Improper installation or installation not in strict adherence with the instructions; Use of accessories not specifically authorized by ShadeTree Cool Living or provided by ShadeTree Cool Living; Abnormal conditions and Impact of foreign objects, including fire, earthquake, flood, excessive winds, lightning, hail, ice, snow, hurricane, tornado or other casualty or act of God; Excessive Loads, including snow and ice (canopies should be removed); Distortion, collapse or settling of the ground or structure on which the ShadeTree Cool Living products are installed.

WHO TO CONTACT AND PROCEDURE:

Purchaser shall not return any products provided by ShadeTree Cool Living without first obtaining a "Return Authorization" claim. The purchaser must first notify ShadeTree Cool Living of any potential manufacturing defect. Given the nature of the items, it is suggested that in order to expedite a prompt resolution of any claim the purchaser should, if able, take pictures of the item that the purchaser deems to be defective and submit the photos to ShadeTree Cool Living. ShadeTree Cool Living will then investigate the claim. Following a thorough investigation, ShadeTree Cool Living will determine if a defect exists. If a defect covered by this warranty is confirmed, ShadeTree Cool Living will promptly abide by the terms of the Warranty.

The purchaser must be able to provide the original invoice, proof of the date of purchase, proof when the product was received, and proof of installation, if installed, and by whom and when it was installed. All purchase, shipping and installation materials must be sent via hard copy or email to:

ShadeTree Cool Living LLC

6317 Busch Blvd.

Columbus, OH 43229

Attn: Warranty Service Department

OTHER CONDITIONS:

This warranty replaces all other oral or written warranties, liabilities or obligation. In no event shall ShadeTree Cool Living be liable for consequential or incidental damages of any kind resulting from the breach of this warranty. No representative of ShadeTree Cool Living, distributor or dealer is authorized to make any change or modification to this warranty. Some states do not allow limitations on, or the exclusion of incidental or consequential damages, so the above exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state.

