

5-Year Limited Manufacturer's Warranty For Awning and Accessories

VISTA and Motorized Models only

A. WHO GIVES THIS WARRANTY?

SunSetter Products, 184 Charles Street, Malden, MA 02148.

B. 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 US.

C. WHAT ARE THE RESPONSIBILITIES OF SUNSETTER PRODUCTS UNDER THIS WARRANTY?

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

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

1. 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 PAYMENTS ACCORDING TO THE SPECIFIC PAY PLAN FOR THE PRODUCT, THIS WARRANTY SHALL BE NULLIFIED AND SUNSETTER PRODUCTS SHALL BE RELIEVED FROM ANY RESPONSIBILITY OR LIABILITY UNDER THIS WARRANTY.** The purchaser agrees and acknowledges that this Warranty agreement constitutes an executory contract.

2. 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 SUNSETTER PRODUCTS FROM ANY RESPONSIBILITY OR LIABILITY UNDER THIS WARRANTY.**

3. Promptly notify SunSetter Products of any claims.

4. The purchaser may be required to provide a photograph of any defective parts. The purchaser may also be required to pay a deposit until the defective parts are returned to SunSetter Products for inspection. The purchaser must obtain a return authorization form from SunSetter Products' customer service department prior to the return of any merchandise and after having received such authorization, return the part or product, freight prepaid, to SunSetter Products.

E. WHAT IS COVERED UNDER THIS WARRANTY?

1. The following components of the SunSetter Lateral Arm Awning and its accessories (defined as accessories attached to the awning) are covered under this Warranty, subject to the limitations set forth below. These components have a five (5) year limited (prorated) warranty, against manufacturer's defects as outlined below:

(a) Should the purchaser promptly notify SunSetter Products of such defects within one year (12 months) from the date of the original purchase, the defective component will be replaced at no charge.

(b) After one year but within five years (60 months) from the date of the original purchase, a defective component will be replaced upon the purchaser's payment of 1/60th of the full retail cost of the component for each month of use prior to the claim.

2. Covered Components:

STRUCTURAL SUPPORTS, which include the lateral arms, the square bar, the front bar and all other attached supports are warranted not to fail for five (5) years provided that the components are not subjected to excessive winds or water pooling on the fabric.

ROLLER BAR is warranted for five (5) years against any and all damage including cracking and permanent bowing that would affect the performance of the awning, provided that the awning is not subjected to excessive winds or water pooling on the fabric.

FABRIC is warranted for five (5) years 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 the 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.

(c) Excessive cracking or peeling under normal conditions if maintained, operated, used, and stored in accordance with the instructions contained in the owner’s manual, and provided that the awning is not subjected to excessive winds or water pooling on the fabric.

GEAR MECHANISM (VISTA Model only) is warranted for five (5) years not to fail under normal conditions if maintained, operated, used, and stored in accordance with the instructions contained in the owner’s manual.

ELECTRIC MOTOR (Motorized Models only) is warranted for five (5) years not to fail under normal conditions if maintained, operated, used, and stored in accordance with the instructions contained in the owner’s manual.

AWNING ACCESSORIES (defined as accessories attached to the awning) are warranted for five (5) years not to fail under normal conditions if maintained, operated, used, and stored in accordance with the instructions contained in the owner’s manual.

F. WHAT IS NOT COVERED UNDER THIS WARRANTY?

1. The SunSetter awnings are not designed to be used for carports and are not designed to be installed on moving vehicles. Any damage that results from the Purchaser’s use of SunSetter awnings for carports or on moving vehicles is not covered by this warranty.
2. 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.
3. 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.
4. Labor charges connected with installation of replacement parts are not covered by this Warranty.

5. Freight expenses to and from SunSetter Products in shipping damaged or replacement parts are not covered by this Warranty and must be paid by the purchaser.

6. Stretching of fabric or damage to any structural component caused by wind or water pooling on the fabric or any other weather are not covered by this Warranty.

7. Any modification or addition to the awning structure and support system or to the electric motor or its wiring will nullify this Warranty and relieve SunSetter Products from any responsibility or liability under this Warranty.

G. GENERAL PROVISIONS AND LIMITATIONS

1. THE WARRANTY GRANTED HEREIN IS THE EXCLUSIVE REMEDY FOR THE PURCHASER. SUNSETTER PRODUCTS 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.

2. TO THE EXTENT PERMITTED BY LAW, SUNSETTER PRODUCTS 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 SUNSETTER PRODUCTS SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH POTENTIAL LOSS OR DAMAGE. IN NO EVENT SHALL SUNSETTER PRODUCTS BE LIABLE FOR LOSS OF PROFITS AND/OR WAGES.

3. 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.

4. This warranty gives you specific rights, and you may have other rights, which vary from state to state.