

# TENSIONED CANOPY LIMITED WARRANTY

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Subject to the conditions and limitations listed herein, Home & Leisure, Inc. (hereinafter "HLI") warrants its Tensioned Canopy to be free from defects in workmanship and materials when subject to normal and proper use:

## **Hardware:**

All hardware components are warranted against breakage while under normal conditions.

## **Shadecloth:**

Fabric is warranted against mildew, tearing, and excessive fading while under normal conditions.

Warranties only apply to installations and maintenance that follow installation instructions and specifications.

## **Exclusions**

HLI shall not be liable for and this warranty does not apply to any failure, defect, or damage resulting from or connected with the following:

- Installation or handling of products after they leave our facility, including any lack of performance or improper performance in any way by the contractor or other installer
- Abnormal use of the products
- The application of paint, varnish or other coating or chemical not approved by HLI or the application of heat or radiation from an external source such as a barbecue grill, another appliance, fire or reflection from windows or doors
- Any lack of compatibility between our products and any other product not manufactured by us that causes damage to or failure of our products
- Labor, transportation, or installation costs
- Color or pattern variance between any new replacement section or piece and other sections or pieces. (We reserve the right to discontinue or modify any product line or color without notifying the original purchaser. If the original product is not available, we retain the right to choose to provide replacement material of equal value or quality.)
- Damage caused by, among other things, weathering, oxidation, mold, mildew, settling of the building, failure of the structure (including foundations and walls), use of incompatible accessories, fire, flood, lightning, ice, wind-borne objects, earthquake, hurricane, sun, cyclone, gale, tornado, weather of a catastrophic nature, acts of God, intentional acts, unreasonable use, mis- use, physical abuse, vandalism, riot, insurrection or civil disorder, accidents, or corrosive atmospheres (such as those contaminated by acid rain, harmful chemicals, or vapors)
- Color change due to weathering that is even and equal when exposed to the same or similar sunlight and other environmental conditions is excluded from the warranty because weathering will cause any colored surface to gradually lighten, darken, chalk, or accumulate dirt or stains (the severity of these conditions depends on air quality, the geographic location of the property, and other local conditions over which HLI has no control)
- Other defects not caused by HLI
- Ordinary wear and tear

## **Warning**

HLI AND ITS EMPLOYEES ARE NOT QUALIFIED TO APPROVE, RECOMMEND, OR ADVISE AS TO THE SUITABILITY OF HLI PRODUCTS FOR ALL POSSIBLE USES OR APPLICATIONS. THE LOCAL BUILDING CODE AUTHORITY OR FIRE MARSHAL'S OFFICE SHOULD BE CONSULTED ON THE SAFETY AND SUIT- ABILITY OF ANY HLI PRODUCT FOR A PROPOSED USE.

## **Claims and Remedies**

A claim under this warranty must be reported in writing, with proof of purchase, to Home & Leisure, Inc. 3300 Dill Smith Drive, Fredericksburg, VA, 22408, within thirty (30) days of the date that the defect is first discovered or reasonably could be discovered. HLI will then have a reasonable time to inspect or, at HLI's option, to have the product shipped at the owner's expense, prepaid, to HLI for examination of the alleged defect. HLI shall be the sole judge of whether the product is defective and whether the defect is due to manufacturing. If, after its inspection, HLI determines the claim is in accordance with the terms of this Limited Warranty, then HLI will, at its option, replace the defective section or part or provide a refund according to the following schedules:

## **All owners and uses (limited to original owner)**

### **Hardware:**

0-5 Years - 100% full purchase price of products

### **Shadecloth:**

0-2 Years - 100% full purchase price of products

THE FOREGOING EXPRESS WARRANTY EXCLUDES ALL OTHER EXPRESS WARRANTIES. ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, IS LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTY CONTAINED IN THIS WARRANTY DOCUMENT, UNLESS A SHORTER PERIOD IS PERMITTED BY LAW. IN NO EVENT WILL HLI BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF BREACH OF THIS WARRANTY OR THE PURCHASE, INSTALLATION, OWNERSHIP, OR USE OF HLI BUILDING PRODUCTS. YOUR EXCLUSIVE REMEDY AND HLI'S EXCLUSIVE LIABILITY FOR ANY BREACH OF WARRANTY IS LIMITED TO WHAT APPEARS IN THIS DOCUMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS, AND YOU MAY HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE.

This warranty shall only be applicable & enforceable in the United States of America and Canada.

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**STRUCTUREWORKS**<sup>™</sup>

FABRICATION

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