

WARRANTY

5-Year Manufacturer's Limited Warranty

1-Year Manufacturer's Limited Warranty for all the electrical/electronic components including Motor and Transmitter

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.

A. MAUI AND DESTIN MODEL WARRANTY: 5 Year Limited Manufacturer Warranty (Prorated)

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?

- 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 Beauty-Mark® 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 five (5) year limited (prorated) warranty, against manufacturer's defects as outlined below:

(a) Should the purchaser promptly notify Awntech Corporation of such defects within one year (12 months) from the date of the original purchase, the defective component will be replaced at no charge. Awntech reserves the right to ask for the defective part to be returned and/or photographs/videos of the defective part. (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.

Structural supports - all supporting components are warranted not to fail for five (5) years provided that the components excluding Lateral Arms.

Acrylic fabric - 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 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 Arms are not covered by this Warranty.
- 1-Year Manufacturer's Limited Warranty for all the electrical/electronic components including Motor and Transmitter
- The Awntech Manual & Motorized retractable awnings up to 24 feet long are designed for residential uses only, and not for commercial uses. The Awntech Retractable Awnings are also not designed to be used for carports. Any damage that results from the purchaser's use of the Awntech Maui 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 connected with installation of replacement 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, except for the limited warranty of the acrylic fabric as specifically set forth herein.
- Failure or damage to the lateral arms or their components are not covered by this Warranty (explanation in Owner's Manual).

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 refuse delivery if the awning arrives with visible damage.** 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-stockable condition. There will be a 25% restock fee applicable and original shipping charges are non-refundable.

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.

FABRIC DYE-LOT AND LIGHTING VARIATION: Fabric dyes may carry 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 customers@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 bars. Failure to center bolts to studs will cause premature failure and result collapse and injury. Do not leave the awning extended during extreme weather conditions such as high winds, rain snow and ice. The extreme weather conditions may cause the arms to break and can cause injury or property damage. Awntech does not take responsibility for any weather related or improper handling of awning.

Never attempt to repair or disassemble the lateral extension arms. The arms support your awning are manufactured with structural grade stainless steel cables and high tension arm springs located inside the arms. Serious injury or property damage can occur if attempting to install without restraining. If you have any questions, please contact us at 800-203-7049.

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

Awntech® Corporation does not guarantee its retractable awnings against damages that is weather related (such as strong winds, rain, snow or ice) under any circumstances. These awnings are designed to protect the customer from the sun and UV rays. They are not designed to hold snow loads, ice loads, water pooling loads or loads from debris such as leave and falling branches.

Also, if your awning is not anchored securely, it will lift. If your awnings start to lift we are not responsible and will not send replacement parts. Securely anchoring is your responsibility. We do not provide anchors because there are many mounting types. You may find the correct anchor to purchase by review our installation instructions on starting on page 5.

When it comes to maintaining your awning, it is the best to be safe rather than sorry. This means that it is best to keep your awning retracted until you are ready to use it, and then retract it when you are finished. If you know that a strong weather front (rain or wind speeds of 30MPH+) is coming, retract the awning.