



## LIMITED WARRANTY

Thatcher Retractable Products Inc. warrants the following to be free from manufacturing defects in material and workmanship during the warranty period:

### FRAME COMPONENTS

Eco and Duo Retractable Awnings

Its frame components for a period of period of three (3) years.

Drop-Down Arm Retractable Awnings, Retractable Shades, Retractable Pergola Awning, Retractable SunStructure

Its frame components for a period of period of five (5) years.

Thatcher Classic Lateral Arm Awnings

Its frame components for a period of seven (7) years.

Thatcher Premium Lateral Arm & Premium Plus Lateral Arm Awnings

Its *arm, shoulder, and connection components* for a period of twelve (12) years.

Its *roller tube, front bar, and square bar* for a period of twenty (20) years;

### FINISH

The **finish** shall be warranted for a period of five (5) years.

### ACRYLIC FABRIC

This limited warranty protects the original purchaser from the fabric becoming unserviceable due to color or strength loss from normal usage and exposure conditions, including sunlight, mildew, and atmospheric chemicals. The limited warranty coverage material is ten (10) years from the date of the original installation and covers full replacement of the fabric.

### SCREEN FABRIC & ACCESSORIES

Material is warranted for a period of five (5) years.

### ELECTRIC/ ELECTRONIC COMPONENT PARTS

Its *electric/electronic component parts*, including and specifically limited to switches, plugs, receptacles, motors, controls, and all necessary components thereto, for a period of ten (10) years.

All time periods delineated herein shall begin to run from the date of delivery.

Should any of the aforementioned frame, fabric or electric/electronic component parts prove to be defective within the warranty period, upon receipt of written notice from the purchaser within the warranty period, Thatcher Retractable Products Inc. shall, at its own option, repair and/or replace such product(s), or part(s) thereof, which prove to be defective, at no cost to the purchaser. Any liability of Thatcher Retractable Products Inc. under this Limited Warranty is specifically and solely limited to the cost of the repair and/or replacement of the defective component part(s).

This Limited Warranty does not apply to any damage, inoperability, or inefficiency, due to or the result of misuse, neglect, faulty maintenance or accident by the purchaser, its employees, or any third party. This Limited Warranty does not apply to normal wear and tear, or to any loss due to an Act of God, including but specifically not limited to fire, wind, windstorm, rain, sleet, hail, snow or ice.

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. THATCHER RETRACTABLE PRODUCTS INC. SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL LOSS, DAMAGE OR EXPENSES OF ANY NATURE HOWSOEVER CAUSED ARISING DIRECTLY OR INDIRECTLY FROM THE SALE, INSTALLATION(UNLESS STATED IN WRITING), USE OR HANDLING OF ANY OF ITS PRODUCTS, ITS LIABILITY IN ANY CASE BEING EXPRESSLY LIMITED TO THE REPAIR AND/OR REPLACEMENT AS STATED ABOVE.

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## **LIMITED INSTALLATION & LABOR WARRANTY**

In the event that Thatcher Retractable Products Inc. provided installation for retractable awning products, field service labor will be covered for a period of one (1) full year from the date of installation.

In the event that Thatcher Retractable Products Inc. provided installation for retractable awning products, Thatcher Retractable Products Inc. warrants the installation of the awning brackets for a period of three (3) years from the date of installation.

Thatcher Retractable Products Inc. warrants that all products installed by Thatcher Retractable Products Inc. to be installed according to generally accepted industry standards.

This Limited Warranty does not apply in any case where the structure the awning is attached degenerates for any reason including but not limited to wood rot, fire, construction, or wind damage.

This Limited Warranty does not apply to any damage, inoperability, or inefficiency, due to or the result of misuse, neglect, faulty maintenance or accident by the purchaser, its employees, or any third party. This Limited Warranty does not apply to normal wear and tear, or to any loss due to an Act of God, including but specifically not limited to fire, wind, windstorm, rain, sleet, hail, snow or ice.

Should the purchaser prove to need field service under the aforementioned terms within the warranty period, upon receipt of written notice from the purchaser within the warranty period, Thatcher Retractable Products Inc. shall, at its own option, provide field service at no cost to the purchaser. Any liability of Thatcher Retractable Products Inc. under this Limited Warranty is specifically and solely limited to the performance of field service under the terms of this Limited Warranty.

Thatcher Retractable Products Inc. is not responsible for any outside labor, and cannot be compelled to pay for field service provided by any other company other than Thatcher Retractable Products Inc.

Thatcher Retractable Products Inc. is not responsible for any actions taken by the purchaser that results in damage to the structure. This includes, but is specifically not limited to the removal of the awning, electric cord, or any other item contracted and installed by Thatcher Retractable Products Inc.

Thatcher Retractable Products Inc. is not responsible for damage to the structure that occurs in the normal installation of any product including, but not limited to, the removal of the product from the original place of installation.