



## Retractable Awning Ten (10) Year Warranty

### **Who is entitled to this warranty?**

This Warranty applies only to the original purchaser who paid for the retractable product and may not be assigned or transferred to subsequent owners. This Warranty applies only to products purchased and installed in the US by Marygrove Awning Company.

### **What are the responsibilities of Marygrove under this warranty?**

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

### **Who can make claims under this 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 in the original order. 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 MARYGROVE AWNING FROM ANY RESPONSIBILITY OR LIABILITY UNDER THIS WARRANTY.*

3. Promptly notify Marygrove Awning Company 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 Marygrove for inspection. The purchaser must obtain a return authorization form from Marygrove Awning customer service department prior to the return of any merchandise and after having received such authorization, return the part or product, freight prepaid, to Marygrove Awning Company.

### **What is covered under this warranty?**

The following components of the Marygrove Awning are covered under this Warranty, subject to the limitations set forth below. These components have a ten (10) year limited warranty, against manufacturer's defects as outlined below.

Should the purchaser promptly notify Marygrove Awning Company of such defects within ten years (120 months) from the date of the original purchase, the defective component will be replaced at no charge, except that after one (1) year from the date of installation, the Purchaser shall pay of Marygrove Awning Company the cost of labor for such replacement in accordance with the current (from date of purchase) standard charges of Marygrove Awning Company for labor.

#### **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 ten (10) years provided that the components are not subjected to excessive winds or water pooling on the fabric.

**Roller Bar** is warranted for ten (10) 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 ten (10) 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)** 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.

The first five (5) years of the warranty period provides replacement fabric at one hundred percent (100%) discount from then current retail price. Years 6, 7, 8 provides replacement fabric at fifty percent (50%) discount from then current retail price. Years 9 & 10 provides replacement fabric at twenty five percent (25%) discount from then current retail price.

**Electric Motor** 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 wind sensor, front screen, side screen, wind poles) are warranted for (12) months not to fail under normal conditions if maintained, operated, used, and stored in accordance with the instructions contained in the owner's manual.

### **What is NOT covered under this warranty?**

1. Leaving the awning out unattended.
2. Mold/Mildew/Staining. Mildew and mold will only form on dirt and dust that have accumulated on the fabric due to a lack of cleaning. Please see maintenance instructions for proper cleaning outlined in owner's manual.
3. Awnings installed on moving vehicles or awnings being used as carports. Marygrove 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 Marygrove Awning awnings for carports or on moving vehicles is not covered by this warranty.
4. Negligence. Any failure or damage of the components that results from any intentional or negligent actions by the purchaser or by any other person.
5. Awnings not installed by a Marygrove Awning certified installer. It is the responsibility of the purchaser or selected contractor to securely fasten the awning 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.
6. Labor charges connected with installation of replacement parts are not covered by this Warranty.
7. Freight expenses to and from Marygrove Awnings for any replacement parts. These must be paid by the purchaser.
8. Stretching of fabric or damage to any structural component caused by wind or water pooling on the fabric or any other weather.
9. Tears or rips caused by failure to protect the product from sharp objects.
10. Wind damage due to leaving awning rolled out during foul weather.
11. Fabric discoloration or failure due to chemical exposure (including tree sap, bird droppings, leaves, insect/bee sprays and or debris).
12. Valance damage if left out during winter months or from storm damage such as hail. All valances should be removed from front bar and stored during the offseason.
13. Mildew, mold or staining caused by dirt resting on the product, or by the lack of cleaning or care in accordance with the instructions contained in the owner's manual. Likewise, mildew, mold or staining caused by the product being rolled up while wet are not covered by this Warranty.
14. Damage caused by acts of God.
15. 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 Marygrove Awning Company from any responsibility or liability under this Warranty.

## **General Provisions and Limitations**

1. THE WARRANTY GRANTED HEREIN IS THE EXCLUSIVE REMEDY FOR THE PURCHASER. MARYGROVE AWNING COMPANY 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, MARYGROVE AWNING COMPANY 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 MARYGROVE AWNING COMPANY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH POTENTIAL LOSS OR DAMAGE. IN NO EVENT SHALL MARYGROVE AWNING COMPANY 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.
5. ALL DISPUTES ARISING FROM THIS WARRANTY ARE TO BE GOVERNED BY THE LAWS OF THE STATE OF MICHIGAN AND ANY ACTION TO ENFORCE THIS WARRANTY MUST BE INITIATED IN THE STATE OF MICHIGAN.