



## Limited Retractable Awning Warranty

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

This Limited Retractable Awning Warranty ("Warranty") applies only to the original retail purchaser ("Purchaser") who paid for the retractable awning ("Product") directly from AMERICAN ROLL SHUTTER & AWNING COMPANY d/b/a Marygrove Awning Company, a Michigan corporation ("Marygrove"). The Purchaser may not assign or transfer this Warranty to subsequent owners or other transferee of the Product. This Warranty applies only to products purchased from Marygrove and installed by a Marygrove certified installer within the continental United States.

### **What are Marygrove's responsibilities under this Warranty?**

Subject to the terms and conditions set forth herein, Marygrove, at Marygrove's expense shall: (1) furnish replacement Component Parts (defined below) when a Component Part is found by Marygrove to be defective in design, manufacture, or assembly ("Defects") during the applicable warranty period; and (2) install a replacement Component Part which is found to have a Defect within one (1) year of the date the Product is installed by a Marygrove certified installer ("Installation Date").

### **Who can make claims under this Warranty?**

Before any claims may be made under this Warranty:

1. The 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 constitutes an executory contract.
2. The Purchaser must have had the Product installed by a Marygrove certified installer.
3. The Purchaser must satisfy reasonable care in the maintenance, operation, use, and storage of the Product in accordance with the instructions contained in the owner's manual.

ANY FAILURE TO 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 FROM ANY RESPONSIBILITY OR LIABILITY UNDER THIS WARRANTY.

4. Promptly notify Marygrove by sending an email to [service@marygrove.com](mailto:service@marygrove.com) of any claims within thirty (30) days of first identifying the Component Part's Defect.
5. The Purchaser may be required to provide Marygrove with photographs of any defective Component Part and, upon Marygrove's request, ship the defective Component Part to Marygrove utilizing a prepaid freight shipping label provided by Marygrove to the Purchaser. The Purchaser must obtain authorization from Marygrove prior to returning any Component Parts.

### **What Component Parts are covered under this Warranty?**

Subject to the restrictions herein, the following components of the Marygrove Product ("Component Parts") are warranted against Defects for the applicable warranty period:

**1. Structural Supports** - The structural supports, which include the lateral arms, the square bar, the front bar and all other attached supports are warranted against Defects for ten (10) years from the Installation Date, provided that the Product is not subjected to excessive winds or water pooling on the fabric.

**2. Roller Bar** - The roller bar is warranted for ten (10) years from the Installation Date against Defects, including, but not limited to, cracking and permanent bowing that would affect the Product's performance, provided that the Product is not subjected to excessive winds or water pooling on the fabric.

**3. Fabric** - Subject to the limitations below, the fabric is warranted for ten (10) years from the Installation Date against: (a) Excessive fading under normal conditions if maintained, operated, used, and stored in accordance with the instructions contained in the owner's manual; and (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. If Marygrove is timely notified of a Defect in the fabric during:

(a) The first five (5) years of the warranty period then Marygrove shall provide replacement fabric at solely Marygrove's cost and expense.

(b) Years 6, 7, 8 of the warranty period then Marygrove shall provide replacement fabric at the Purchaser's expense after applying a 50% discount from then current retail price.

(c) Years 9 & 10 of the warranty period then Marygrove shall provide replacement fabric at the Purchaser's expense after applying a 25% discount from then current retail price.

**4. Electric Motor** - The 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.

**5. Accessories (e.g., wind sensor, front screen, side screen)** - The Product's accessories, which are limited to the wind sensor, front screen, side screen, wind poles are warranted for (12) months from the Installation Date against Defects if maintained, operated, used, and stored in accordance with the instructions contained in the owner's manual.

**6. Remote Control** - The remote control is warranted for twelve (12) months from the Installation Date against Defects if maintained, operated, used and stored in accordance with the instructions contained in the owner's manual. Lost or damaged remote controls are not covered by the warranty.

**7. Built-in Mini Smart Hub/Desktop Smart Hub** - The Built-in Mini Smart Hub / Desktop Smart Hub is warranted for two (2) years from the Installation Date against Defects, if maintained, operated, used, and stored in accordance with the instructions contained in the owner's manual.

The warranty period is not extended if Marygrove provides a replacement Component Part.

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

The following are NOT covered under this Warranty:

1. Damage caused from leaving the awning out unattended.
2. 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.
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 awnings for carports or on moving vehicles is not covered by this Warranty.
4. Any failure or damage of the Component Parts that results from any intentional or negligent actions by the Purchaser or by any other person.
5. Any Product not installed by a Marygrove certified installer. Any failure or damage that results from the awning falling from its installed position is not covered by this Warranty.
6. Stretching of fabric or damage to any structural component caused by wind or water pooling on the fabric or any other weather.
7. Tears or rips caused by failure to protect the Product from sharp objects.
8. Wind damage due to leaving the awning rolled out during foul weather.
9. Fabric discoloration or failure due to chemical exposure (including tree sap, bird droppings, leaves, insect/bee sprays, debris, etc.).
10. 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 off-season.
11. Damage caused by acts of God.
12. 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 from any responsibility or liability under this Warranty.
13. This Warranty does not cover any damage caused by the Purchaser's failure to follow the owner's manual and installation guide, normal wear and tear, modifications to Product, and improper use.
14. Labor costs for replacement Component Parts under this Warranty when a Defective is found after one (1) year from the Installation Date ("Installation Date"). Labor not covered under this Warranty shall be performed by Marygrove at the Purchaser's expense at Marygrove's standard labor charges then in effect.

## **General Provisions and Limitations**

1. THE WARRANTY GRANTED HEREIN IS THE EXCLUSIVE REMEDY FOR THE PURCHASER. MARYGROVE 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 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 SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH POTENTIAL LOSS OR DAMAGE. IN NO EVENT SHALL MARYGROVE 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 WAYNE COUNTY CIRCUIT COURT IN THE STATE OF MICHIGAN.