



3600 Bell Dr., B-E  
Hurst, TX 76053  
Phone 817-354-9600; Fax 817-354-9612

## **WARRANTY**

### **5-Year Limited Manufacturer's Warranty**

#### **A. WHO GIVES THIS WARRANTY?** Awntech Corporation

#### **B. 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 US.

#### **C. WHAT ARE THE RESPONSIBILITIES OF AWNTECH CORPORATION 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.

#### **D. WHAT ARE THE RESPONSIBILITIES OF THE ORIGINAL PURCHASER UNDER THE 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 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.
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 AWNTECH CORPORATION FROM ANY RESPONSIBILITY OR LIABILITY UNDER THIS WARRANTY.**
3. Promptly notify Awntech Corporation 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 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.

#### **E. WHAT IS COVERED UNDER THIS WARRANTY?**

1. 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 photos 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 1/60<sup>th</sup> of the full retail cost of the component for each month of use prior to the claim.

#### **COVERED COMPONENTS: for Retractable Awnings**

**STRUCTURAL SUPPORTS.** all supporting components (excluding **Lateral Arms** and their fittings) are warranted not to fail for five (5) years provided that the components are not subjected to excessive winds or water pooling on the fabric.

**FRONT ROLLER BAR** is warranted 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.

**ACRYLIC and POLYESTER FABRIC** is 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.
- (c) 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.

**DRIVE UNIT** 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 accessories attached to the awning) are 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.

**ELECTRICAL AND ELECTRONIC COMPONENTS** limited manufacturer's warranty for one year from the purchase date and for manufacturing defects only

### **COVERED COMPONENTS: for Fixed Awnings**

**STRUCTURAL SUPPORTS**, all supporting components are warranted not to fail for five (5) years provided that the components

**ACRYLIC and POLYESTER FABRIC** is 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.

### **F. WHAT IS NOT COVERED UNDER THIS WARRANTY?**

- 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 in shipping damaged or replacement parts 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).

### **G. GENERAL PROVISIONS AND LIMITATIONS**

1. 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.
2. 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.
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.

CONTACT INFORMATION: Awntech Corporation, 3600 Bell Dr., Bldgs. B-E, Hurst, TX 76053  
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Obtaining necessary permits is the sole responsibility of the purchaser. Customers agree to hold Awntech Unlimited an the manufacturer free of liability for improper installation, maintenance and repair