

SHADEFLEX GLIDE LIMITED WARRANTY

Home & Leisure, Inc. (hereinafter "HLI") warrants to the original purchaser ("Purchaser") that its ShadeFlex Glide products will be free of defects in materials and workmanship that cause the product to become unserviceable under normal and proper use for the following terms from the date of original purchase: canopy fabric - five years, canopy frame - five years, canopy hardware - two years, canopy motor - five years.

This warranty does not cover the cost of installing any product, the cost of removing or disposing of any product, or the cost of installing any replacement product furnished under the terms of the warranty.

Exclusions

HLI shall not be liable for, and this warranty does not apply to any failure, defect, or damage resulting from or connected with the following:

Installation or handling of products after they leave our facility, including any lack of performance or improper performance in any way by the contractor or other installer, abnormal use of the products, the application of paint, varnish or other coating or chemical not approved by HLI or the application of heat or radiation from an external source such as a barbecue grill, another appliance, fire or reflection from windows or doors, any lack of compatibility between our products and any other product not manufactured by us that causes damage to or failure of our products, labor, transportation, or installation costs, color or pattern variance between any new replacement section or piece and other sections or pieces. (We reserve the right to discontinue or modify any product line or color without notifying the original purchaser. If the original product is not available, we retain the right to choose to provide replacement material of equal value or quality.), damage caused by, among other things, weathering, oxidation, mold, mildew, settling of the building, failure of the structure (including foundations and walls), use of incompatible accessories, fire, flood, lightning, ice, wind-borne objects, earthquake, hurricane, sun, cyclone, gale, tornado, weather of a catastrophic nature, acts of God, intentional acts, unreasonable use, misuse, physical abuse, vandalism, riot, insurrection or civil disorder, accidents, or corrosive atmospheres (such as those contaminated by acid rain, harmful chemicals, or vapors), color change due to weathering that is even and equal when exposed to the same or similar sunlight and other environmental conditions is excluded from the warranty because weathering will cause any colored surface to gradually lighten, darken, chalk, or accumulate dirt or stains (the severity of these conditions depends on air quality, the geographic location of the property, and other local conditions over which HLI has no control), other defects not caused by HLI, ordinary wear and tear.

Warning

HLI AND ITS EMPLOYEES ARE NOT QUALIFIED TO APPROVE, RECOMMEND, OR ADVISE AS TO THE SUITABILITY OF HLI PRODUCTS FOR ALL POSSIBLE USES OR APPLICATIONS. THE LOCAL BUILDING CODE AUTHORITY OR FIRE MARSHAL'S OFFICE SHOULD BE CONSULTED ON THE SAFETY AND SUITABILITY OF ANY HLI PRODUCT FOR A PROPOSED USE.

Claims and Remedies

A claim under this warranty must be reported in writing, with proof of purchase, to Home & Leisure, Inc. 3300 Dill Smith Drive, Fredericksburg, VA, 22408, within thirty (30) days of the date that the defect is first discovered or reasonably could be discovered. HLI will then have a reasonable time to inspect or, at HLI's option, to have the product shipped at the owner's expense, prepaid, to HLI to examine the alleged defect. HLI shall be the sole judge of whether the product is defective and whether the defect is due to manufacturing. If, after its inspection, HLI determines the claim is per the terms of this Limited Warranty, then HLI will, at its option, repair or replace the defective section or part or provide a refund according to the following schedule:

0 to 3 years, the full purchase price of products, 3 to 5 years, 50% of the purchase price, 8 to 10 years, 10% of the purchase price.

THE FOREGOING EXPRESS WARRANTY EXCLUDES ALL OTHER EXPRESS WARRANTIES. ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, IS LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTY CONTAINED IN THIS WARRANTY DOCUMENT UNLESS A SHORTER PERIOD IS PERMITTED BY LAW. IN NO EVENT WILL HLI BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF BREACH OF THIS WARRANTY OR THE PURCHASE, INSTALLATION, OWNERSHIP, OR USE OF HLI BUILDING PRODUCTS. YOUR EXCLUSIVE REMEDY AND HLI'S EXCLUSIVE LIABILITY FOR ANY WARRANTY BREACH IS LIMITED TO WHAT APPEARS IN THIS DOCUMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

This warranty shall only be applicable & enforceable in the United States of America and Canada, for purchases made after February 1, 2025.