



LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- (a) THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS AND IS LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD DESCRIBED IN SECTION (f) BELOW. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE COMPANY ITS AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY.
(b) THIS LIMITED WARRANTY IS NONTRANSFERABLE.
(c) ANY AND ALL LIABILITY OF THE COMPANY AND ITS AFFILIATES UNDER THIS AGREEMENT IS EXPRESSLY LIMITED TO THE PRICE YOU HAVE PAID FOR THE SCREENS, ACCESSORIES, AND ANY OTHER COMPONENTS. YOUR SOLE REMEDY AGAINST THEM IN ANY DISPUTE UNDER THIS AGREEMENT SHALL BE TO SEEK RECOVERY OF THE AMOUNTS YOU HAVE PAID, UPON THE PAYMENT OF WHICH THEY SHALL BE RELEASED FROM AND DISCHARGED OF ALL FURTHER OBLIGATIONS AND LIABILITY TO YOU. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDED, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR REVENUE, ECONOMIC LOSS, LOSS OF DATA, LOSS OF USE OF THE PRODUCTS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE OR REPLACEMENT EQUIPMENT, FACILITIES OR SERVICES, DOWN TIME, YOUR TIME, THE CLAIMS OF THIRD PARTIES, AND INJURY TO PROPERTY, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING BUT NOT LIMITED TO, BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, AND EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
(d) THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.
(e) NO EMPLOYEE, DISTRIBUTOR, OR REPRESENTATIVE IS AUTHORIZED TO CHANGE THE FOREGOING WARRANTIES IN ANY WAY OR GRANT ANY OTHER WARRANTY ON BEHALF OF THE COMPANY.
(f) Company Screens and Company Components are warranted by Company's limited warranty against defects in materials and workmanship for a period of FIVE YEARS, prorated from the date of manufacture, provided they are properly maintained and cared for under normal use and service. (Some fabrics may have additional warranty under fabric manufacturer's warranty. Even if Company warranty expires, fabric manufacturer's may remain in effect.)

Terms of Prorated Reimbursement for Screens or Company Components

Table with 4 columns: After One Year (80%), After Two Years (60%), After Three Years (40%), After Four Years (20%), After Five Years (0%)

- (g) NORMAL USE AND SERVICE shall exclude:
(i) DAMAGE CAUSED BY FAILURE TO PROVIDE A SUITABLE INSTALLATION OR OPERATING ENVIRONMENT FOR THE PRODUCTS AND/OR ACCESSORIES;

- (ii) DAMAGE DURING SHIPMENT
- (iii) DAMAGE CAUSED BY IMPACT WITH OTHER OBJECTS, DROPPING, FALLS, SPILLED LIQUIDS, OR IMERSION IN LIQUIDS;
- (iv) DAMAGE CAUSED BY FIRE, FLOOD, WIND, EARTHQUAKE, OR LIGHTENING;
- (v) DAMAGE CAUSED BY UNAUTHORIZED ATTACHMENTS, ALTERATIONS, MODIFICATIONS OR FOREIGN OBJECTS;
- (vi) DAMAGE CAUSED BY ACCESSORIES;
- (vii) DAMAGE CAUSED BY THE USE OF THE PRODUCTS OR ACCESSORIES FOR PURPOSES OTHER THAN THOSE FOR WHICH THEY ARE CUSTOMARILY USED;
- (viii) DAMAGE FROM IMPROPER INSTALLATION OR MAINTENANCE;
- (ix) DAMAGE CAUSED BY ANY OTHER ABUSE, MISUSE, MISHANDLING, OR MISAPPLICATION;
- (x) ACCESSORIES, PRODUCTS, OR OTHER COMPONENTS OTHER THAN THOSE PRODUCED BY COMPANY OR RECOMMENDED BY COMPANY.

(h) This Limited Warranty shall not cover any defective material, component, or fixture supplied to Company by a third-party vendor. Please refer to the individual warranty provided by the manufacturer of each third-party component. Defective Third-Party Components will be returned to the Company for a claim under the Third-Party Warranty. COMPANY DOES NOT WARRANT OR GUARANTEE THAT ANY CLAIM MADE UNDER THE THIRD-PARTY WARRANTY WILL BE SUCCESSFUL. Defective Third-Party Components that are delivered with your Product are your responsibility until received by Company and COMPANY SHALL NOT RESPONSIBLE FOR ANY SHIPPING, HANDLING, OR INSURANCE CHARGES.

(i) Furthermore, the Company shall not be responsible for any damage resulting to or caused by its Products by reason of improper installation, improper use or shortage, unauthorized service, alteration of products, neglect or abuse, chemicals, any acts of nature beyond Company's control, or any attempt to use the products for other than their customary usage or for their intended purposes. The above warranty does not cover normal wear or any damage beyond Company's control.

(j) Polypropylene Products are not intended for long-term deployment. Improper use of Polypropylene Products, Accessories, or Company Components shall void the warranty.

(k) THIS LIMITED WARRANTY COVERS A CONSUMER PRODUCT AS DEFINED BY THE MAGNUSON-MOSS WARRANTY ACT. NO WARRANTIES EXPRESSED OR IMPLIED, SHALL EXTEND BEYOND THE APPLICABLE TIME PERIOD STATED IN BOLD FACE TYPE ABOVE.

(l) **DISCLAIMER OF WARRANTIES: THIS WARRANTY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.** ALL OTHER IMPLIED WARRANTIES (AS TO TITLE AND INFRINGEMENT) ARE LIMITED TO THE TIME PERIOD AS STATE IN PARAGRAPH (f).

(m) Claims for defects in material and workmanship covered by this warranty shall be made in writing, within the warranty period, to the Company. Company in its discretion may either send a service representative or have the product returned to the Company at Customer's expense for inspection. If upon inspection of the Product, the Company determines the Product to be defective in material or workmanship, the Company will in its discretion either replace or repair the Product. Customer shall be responsible for all shipping charges and replacement labor. ANY SERVICES PROVIDED BY UNAUTHORIZED DEALERS SHALL VOID THE WARRANTY.



- (n) THE REMEDIES OF CUSTOMER SET FORTH IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REMEDIES, THE LIABILITY OF COMPANY, WHETHER IN CONTRACT, TORT, UNDER ANY WARRANTY OR OTHERWISE, SHALL NOT EXTEND BEYOND ITS OBLIGATION TO REPAIR OR REPLACE, AT ITS OPTION, ANY PRODUCT OR ACCESSORY FOUND BY COMPANY TO BE DEFECTIVE IN MATERIAL OR WORK. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE.
  
- (o) The limited warranty is the same for clients who are located outside of the United States, except as stated in this paragraph (n). THE COMPANY IS NOT RESPONSIBLE FOR ANY CUSTOMS FEES, TAXES, OR V.A.T. THAT MAY BE DUE. CUSTOMER SHALL BE RESPONSIBLE FOR THESE CHARGES, EVEN IF THE CUSTOMER REFUSES DELIVERY OF THE PRODUCT(S).