

WARRANTY

5-Year Manufacturer's Limited Warranty

Obtaining necessary permits is the sole responsibility of the purchaser.

Purchaser/customer agrees he/she/company will NOT hold Awntech liable for improper installation, maintenance and repairs.

A. WARRANTY: 5 Year Limited Manufacturer's Warranty (Prorated by the month)

B. WHO GIVES THIS WARRANTY? Awntech Corporation, 10950 S. Pipeline Road, Euless, TX 76040

C. 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 United States.

D. WHAT ARE THE RESPONSIBILITIES OF AWNTECH 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.

E. WHAT ARE THE RESPONSIBILITIES OF THE ORIGINAL PURCHASER UNDER THE WARRANTY?

•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.

•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.

•Promptly notify Awntech Corporation of any claims.

•At Awntech's request the purchaser may be required to provide a photographs or videos (if necessary) 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.

F. WHAT IS COVERED UNDER THIS WARRANTY?

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 to the purchaser. Awntech reserves the right to ask for the defective part to be returned and/or photos/videos 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 1/60th of the full retail cost of the component for each month of use prior to the claim.

FIXED AWNINGS – COVERED COMPONENTS

Structural supports - all supporting components are warranted not to fail for five (5) years prorated.

Acrylic fabric - warranted for five (5) years prorated 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.

G. WHAT IS NOT COVERED UNDER 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.

•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 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.

H. GENERAL PROVISIONS AND LIMITATIONS

•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.

•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.

•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.

•This warranty gives you specific rights, and you may have other rights, which vary from state to state.

Awntech Corporation, 10950 S. Pipeline Rd., Bldg. 1, Euless, TX 76040 / Ph 817-354-9600; Fax 817-354-9612 /

Warranty@awntech.com

RETURNS & DAMAGES

RETURN QUALIFICATION: You can only return a product if it is defective upon arrival. If you simply do not like the product or if you did not measure correctly, you will only be qualified for a merchandise credit and you will be required to pay for shipping the product back to Awntech in re-stockable condition. There will be a 25% restock fee applicable.

SIZES 10' and LARGER or CUSTOM AWNINGS: Any awnings 10' or larger or customized at Purchaser's request are considered non-returnable for either refund or exchange.

DAMAGED MATERIAL: Damage occasionally occurs during shipping. Scrapes dents and rips in the outer packaging that could indicate possible damage should be described to the carrier at the time of delivery. If damage to the product seems apparent, the shipment should be refused.

FABRIC DYE-LOT AND LIGHTING VARIATION: Fabric dyes may carry slightly from run to run. This is a normal and unavoidable. Different lighting types and lighting direction may cause the fabric you choose on the website to appear slightly different than the actual fabric does in full sunlight.

RETURNS/ORDER EXCEPTIONS: Phone :817-354-9600, Fax 817-354-9612, E-mail customers@awntech.com TO ACQUIRE A RETURN OR REPAIR AUTHORIZATION NUMBER YOU MUST GO THROUGH THE WARRANTY PROCESS: E-mail Photos of damaged parts to: customers@awntech.com or mail to: Awntech Corporation, 10950 S. Pipeline Rd., Bldg 1, Euless, TX 76040

Authorized returns should be shipped to:

Returns Department: Awntech Corporation, 10950 S. Pipeline Rd., Bldg 1, Euless, TX 76040