



## **Manufactures Limited Warranty**

Herculite Weather-Chek™ Awning Fabrics are guaranteed for a period of ten (10) years from date of original installation against rot or excessive deterioration, mildew stains, excessive loss of strength or color change if they occur in normal use and exposure, including sunlight and normal atmospheric chemicals. (Some color change is unavoidable due to ultraviolet rays and chemicals in the atmosphere).

In the unlikely event of failure of fabric during the ten (10) year period from date of original installation, Herculite Products Inc. will guarantee 100% replacement of the fabric to the original owner of the awning for the first eight (8) years. Coverage is pro-rated for the two (2) year remainder of the warranty with a credit of 1/120th being applied toward the purchase of replacement material for each month remaining on the warranty. Herculite's liability will be limited to the replacement of the fabric only and does not cover labor, installation or graphic decorations.

This warranty protects you against damage to the fabric accessories used under normal conditions. It does not cover damage to the fabric from acts of God, vandalism, neglect or improper use. This warranty requires that the user implement proper care and maintenance as defined within Weather-Chek, Handling and Maintenance Instructions.

This warranty is in lieu of all warranties expressed or implied, and, Herculite Products Inc. will not be liable for any consequential or incidental damage. Any implied warranties imposed by law are limited in time to the duration of the expressed warranty.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damage, so, the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

This Limited Warranty does not apply to any product or any part thereof that, in the sole judgement of Herculite Products Inc. have been subjected to misuse, alteration, aggressive cleaning, aggressive detergents, accidental damage to the surface, Acts of God, abused by machinery, excess wear and tear, abnormal weather conditions, exposure to harmful chemicals, falling objects, friction, explosion, fire, flood, riots, civil commotion, drones, neglect, scratches, perforations, damaged during handling or fabrication, subjected to unusual atmospheric pollution, Is used or fabricated in a manner inconsistent with recommended care and maintenance instructions of Herculite Products.

This limited warranty is the exclusive warranty with respect to the products, is in lieu of, and supersedes all other representation or warranties, whether written or oral, express or implied. Herculite Products Inc. expressly disclaims any implied warranties of merchantability of fitness for a particular purpose. The sole and exclusive remedies of any person relating to the products and the full liability of Herculite Products Inc. for any breach of this warranty are those provided in this limited warranty and user of the products hereby agrees and acknowledges that no other warranties are offered or provided in connection with or for the products or any part thereof.

Herculite Products Inc. shall not be liable for any loss of profits or revenue, loss of use of equipment or facility, cost of capital or for any other special, indirect, incidental or consequential damages of any nature resulting from on in any manner relating to the products covered hereby, their design use, any inability to use the same or any delay in the delivery of the same. The sole and exclusive remedy with respect to any defective product shall be the repair, correction or replacement thereof pursuant to the forgoing provisions

The terms and provisions of this Limited Warranty shall be governed by the laws of the State of Pennsylvania without regard to Uniform United Nations Conventions.

This warranty is not transferrable.