

SHADE

Warranty

General Conditions

- The warranty set forth shall be the purchaser's sole and exclusive warranty.
- All warranties below are effective from the date of delivery by Superior Shade, its subsidiaries or agents.
- Superior Shade reserves the right to repair or replace any item covered by this warranty.
- This warranty will be void if the structures are not paid for in full. The warranty is void if the structures are not installed in strict compliance with the manufacturer specifications.
- Purchaser shall notify Superior Shade or its agent in writing detailing any defect for which a warranty claim is being made.
- Superior Shade shall not in any event be liable for indirect, special, consequential or liquidated damages.
- Superior Shade specifically denies the implied warranties of fitness for a particular purpose and merchantability.
- The warranty is void if any changes, modifications, additions or attachments are made to the structures or fabric without the written consent of the manufacturer.
- No signs, objects, ornaments, fans, lights, fixtures or decorations may be hung from the top part of the structure, unless specifically designed and engineered by the manufacturer. These items may interfere with the fabric causing the warranty to be voided.
- 1 year limited warranty on all moving party and any item not specifically listed above.

Thread

- Shall be 100% expanded PTFE fiber that is high strength and low shrinkage which carries a 10 year warranty.
- This warranties that the sewing thread will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather and water.
- All other warranties disclaimed.

Fabric

- Superior Shade fabrics carry a ten-year limited manufacturer's warranty from the date of delivery against failure from significant fading*, deterioration, breakdown, mildew, outdoor hear, cold or discoloration. Should the fabric need to be replaced under the warranty, Superior Shade will manufacture and ship a new fabric at no charge for the first six years, thereafter pro-rated at 18% per annum over the last four years. *The colors Red and Yellow are warranted against significant fading for only two years.

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- If the corners of the fabric are equipped with both holes in the fabric corner PLUS reinforcing straps, BOTH the strap and fabric hole must be placed over each corner hook or the fabric warranty is void.
- Fabric curtains, valences or flat vertical panels are not covered under the warranty.
- Fabric is not warranted where it is installed on a structure that is not engineered and built by Superior Shade or its agents.
- This warranty shall be void if damage to or failure to the shade structure is caused by contact with chemicals, chlorine, bleaching agents, hydrocarbons or hydrocarbon containing solvents, misuse, vandalism or any act of God, including but not limited to wind in excess of the wind limitations set forth below.
- All fabric tops are warranted for sustained winds up to 76mph (hurricane force 1) and for gusts of up to 3 seconds duration up to 90mph. Removal of the shade fabric is required if damaging winds are called for. Damage due to snow and/or ice accumulation is not covered by this warranty. Canopies should be removed during the "off season".
- The structures have been designed to eliminate any friction between the rafters and the fabric. The warranty will, therefore, be voided if any modification (temporary or permanent) is made to the rafter, cross pieces or ridge beams, or fastening apparatus is not secured accordingly.
- Superior Shade reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. The company does not warranty that any particular color will be available for any period of time and reserves the right to discontinue any color for any reason it may determine, without recourse by the owner of the discontinued fabric color.

Steel Structure

- The structural steel frames are covered for a period of twenty years against failure due to rust-through corrosion under normal environmental conditions.
- Workmanship is warranted for a period of five years.
- Structures are warranted for winds up to 150mph only if shade canopies have been removed as per requirement set forth above in the **Fabric** paragraph. Removal and reinstallation must be performed by a qualified person or authorized dealer following the instructions in APPENDIX A below.
- This steel warranty shall be void if damage to the steel frame is caused by the installer or from physical damage, damage by salt spray, or sprinkler systems, contact with chemicals, chlorine, pollution, misuse, vandalism, or any act of God.

Powder Coat Finish

- The factory applied powder coat finish is warranted for a period of 5 years under normal environmental conditions. This warranty does not cover cosmetic issues such as fading, discoloration, or weathering.

- This finish warranty shall be void if damage to the powder coat is caused by the installer, or from physical damage, damage by salt spray or sprinkler systems, contact with chemicals, chlorine, thinners, degreasers, hydrocarbon containing solvents, pollution, misuse, vandalism or any act of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters. The owner must report any defects in the powder coat at the time the installation is completed.

Acts of Nature

- This warranty does not cover natural disasters, such as earthquakes, shifts of terrain or tornados. If the structure is installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued.