

WARRANTY CERTIFICATE

FUTUREGUARD®

FLEXSHADE SCREEN PRODUCTS LIMITED WARRANTY & RETURN POLICY

LIMITED WARRANTY

Futureguard Building Products, Inc. (“**Futureguard**”) warrants (this “**Limited Warranty**”) to the End User (the “**End User**”) that its products are free from defects in material and workmanship (except as provided below) for the specified warranty periods (each, a “**Warranty Period**”) provided below, which Warranty Periods begin on the date of shipment. This Limited Warranty is limited to the project for which the product was originally purchased.

For Futureguard’s exterior line of window treatment products:

- **10 years** for the mounting hardware, headbox, clutch, fascia, and shade fabric for the Futureguard exterior shade product line.
- **5 years** for the motors, controls, and electronic accessories.
- **No warranty** for clear vinyl shade fabric for the Futureguard zipper shade.

This Limited Warranty extends only to the original End User, and is not transferable to a third party. This Limited Warranty is applicable to products that are repaired or replaced for the balance of the Warranty Period or for ninety (90) days from the date the product is repaired or replaced, whichever is longer.

If a product breaches this Limited Warranty, the End User may make a claim on this Limited Warranty in accordance with the Claims Procedures, as set forth below, within a reasonable time after the End User discovers the defect. Subject to the conditions and limitations set forth below (the “**Excluded Items**”), Futureguard, through a Futureguard Authorized Dealer (a “**Dealer**”) will, at its discretion, either repair or replace any part of the product that proves defective by reason of improper workmanship or materials.

No person, including any sales representative or other employee or agent of Futureguard, has the authority to (a) bind Futureguard to any warranty, representation or remedy except those expressly set forth herein or (b) modify, change, vary or increase this warranty or any remedy set forth herein.

FUTUREGUARD’S TOTAL LIABILITY UNDER THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS LIMITED TO REPAIR, REPLACEMENT OR REFUND. REPAIR, REPLACEMENT OR REFUND ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL FUTUREGUARD BE LIABLE FOR ANY BACKCHARGES OR FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER RESULTING FROM THE PURCHASE, USE, MISUSE, INABILITY TO USE OR INABILITY TO INSTALL THE PRODUCT OR FROM DEFECTS IN THE PRODUCT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY GIVEN BY FUTUREGUARD FOR THE PRODUCT AND IS IN LIEU OF ALL OTHER WARRANTIES. FUTUREGUARD DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. THIS WARRANTY SUPERSEDES ALL OTHER WARRANTIES, INCLUDING ANY WARRANTIES BASED ON ORAL REPRESENTATIONS.

THIS LIMITED WARRANTY GIVES THE END USER SPECIFIC LEGAL RIGHTS, AND THE END USER MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

EXCLUDED ITEMS

THIS LIMITED WARRANTY DOES NOT COVER DEFECTS CAUSED BY negligence; improper maintenance; improper storage; improper wiring; accident; misuse; installation not in accordance with Futureguard’s printed installation instructions; abuse; impact or other force, whether prior or subsequent to installation; operation in a manner contrary to design or use in a manner contrary to or in excess of Futureguard’s specifications, drawings or instruction; application other than intended use; use with electrical accessories or parts, including switches, relays or other accessory components not previously approved in writing by Futureguard; failure to comply with all of Futureguard’s written instructions and specifications; improper cleaning, maintenance, care or repair; normal wear and tear; fire, lightning, tornadoes or other acts

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of God; excessive electrical supply; contact with food; abnormal mechanical or environmental conditions; unauthorized disassembly, repair or modification; service by unauthorized provider; installation of unapproved third party products; buyer's remorse. This Warranty also does not apply to any product on which the original identification information has been altered, obliterated or removed, or which has been sold as second-hand.

This Warranty does not apply to any defects or damage caused by, arising out of or related to the installation of the product. **Because Futureguard is not responsible or liable for the installation of the product, the End User should contact the Dealer from which the End User originally purchased the product in the event of a claim related to installation.**

Futureguard does not warrant any images or artwork reproduced, printed or placed on shade cloth by Futureguard or any other imaging supplier. Futureguard is not responsible or liable for fading, discoloration, color shifts or any other failure or defect in such images or artwork.

Futureguard does not warrant bead chains on any of its products.

Futureguard does not warrant against freight damage, concealed or otherwise.

CLAIMS PROCEDURE

To make a valid and proper claim under this Limited Warranty, the End User **must notify the Dealer from which it purchased the product within the applicable Warranty Period.** The Dealer will then work directly with Futureguard to process the warranty claim. Futureguard will take those steps it determines to be reasonable and necessary, including inspection of the product, to determine whether the product is defective by reason of improper workmanship or materials. If, in its sole discretion, Futureguard determines that the product is defective by reason of improper workmanship or materials, Futureguard will replace or repair the product. **The End User shall not return the product unless requested to do so by the Dealer and/or Futureguard.**

GOVERNING LAW; DISPUTE RESOLUTION

This Limited Warranty and the rights contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Indiana, without regard to its choice or conflict of law principles. Any legal action arising under or relating to Limited Warranty shall be settled by binding arbitration in the State of Indiana, unless otherwise agreed by Futureguard and the warranty holder. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in window treatments or with legal experience required for such arbitration and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be enforced by a court of competent jurisdiction. All arbitration costs shall be shared by the parties.

EFFECTIVE DATE; AMENDMENT

This Limited Warranty shall be effective as of January 1, 2017 and shall only apply to products purchased on or after such date.

Futureguard reserves the right to amend, modify or withdraw this Limited Warranty or any provisions herein at any time without notice to any party. Any such amendment, modification or withdrawal will not affect any product purchased prior to the date of such amendment, modification or withdrawal.