



Rainier Awnings Limited Warranty

- 1. Warranty.** Rainier Industries Ltd. (Rainier), a Washington corporation, warrants, to the first Purchaser only, the frame and seams of Rainier's non-retractable awning to be free from defective materials and workmanship, when properly maintained and under normal use and service, for a period of one year following installation. Should the frame or seam prove defective within this warranty period, Rainier will repair or replace the awning, at Rainier's option. Rainier does not warrant the fabric used for the awning. Rather, all fabrics are warranted by the manufacturers of the fabric, and not directly by Rainier. Fabric warranties generally cover colorfastness, rot and mildew. Rainier will supply a copy of the fabric warranty upon request. Notwithstanding that Rainier does not warrant the fabric, Rainier will, at its election, either pay the labor cost to reinstall the fabric, or re-install the fabric itself, during this one year period. Installation of the replacement fabric more than one year following installation of the awning will be performed by Rainier at rates set by Rainier from time to time.
- 2. Purchaser's Duties.** The Purchaser shall give written notice to Rainier, of any alleged failure of the frame, seams, or fabric within this limited warranty period, no later than 15 days after the Purchaser learns of such failure.
- 3. Disclaimer and Exclusion of Warranties.** There is no express or implied warranty, representation or condition of any kind (including without limitation no warranty of merchantability or of fitness for use) except for the express warranty in paragraph 1 of this Limited Warranty, and no further warranty shall be implied by law.
- 4. Exclusion.** The Purchaser must keep account current for warranty to apply. This warranty and all of Rainier's obligations stated herein shall not apply to:

 - a. any repairs or alterations made without the prior approval of Rainier;
 - b. any awning damaged by misuse, abuse, vandalism, or accident, or Act of God, or;
 - c. materials, including fabrics, which are subject to warranties, if any, given by the manufacturers thereof. Rainier does not adopt these warranties.
- 5. Limitation of Liability.** It is understood and agreed that Rainier's liability, whether in contract, in tort, under any warranty, in negligence or otherwise, shall be limited to the undertaking set out above in paragraph 1 of this Limited Warranty, and under no circumstances shall Rainier be liable for special, indirect or consequential damages. The price stated for the items purchased is a consideration in limiting Rainier's liability.
- 6. Limitation of Actions.** No action for breach of warranty shall be commenced by the Purchaser more than one year after the accrual of the alleged cause of action.
- 7. Merger.** This written warranty is the complete, final and exclusive agreement of the parties with respect to the quality and performance of the awning and to any and all warranties and representations related to it.
- 8. No Oral Modification or Waiver.** No modification of this warranty, or waiver of its terms, shall be binding on either party unless approved in writing by both parties.
- 9. Governing Law.** This warranty, and the rights and duties of the parties under it, shall be governed by the laws of the State of Washington.