



Rainier Retractable Awnings and Exterior Screens Limited Warranty

1. **Warranty.** Rainier Industries Ltd. (Rainier), a Washington corporation, warrants to the first Purchaser only, the Rainier retractable awning or exterior roller screen to be free from defective materials and workmanship, when properly maintained and under normal use and service, for a period of one year following date of original purchase. Should the awning or screen prove defective within this warranty period, Rainier will repair or replace the defect, at Rainier's option.
 - a. **Fabrics:** Rainier does not warrant the fabrics used for such awnings or screens. Rather, all fabrics are warranted by the manufacturer and not directly by Rainier. Rainier will supply copies of such warranties upon request. Notwithstanding that Rainier does not warrant the fabric, Rainier will reinstall the fabric, during this one year initial 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.
 - b. **Motors:** Rainier does not warrant the motors used for such awnings or screens. Rather, all motors are warranted by the manufacturer and not directly by Rainier. Rainier will supply copies of such warranties upon request. Notwithstanding that Rainier does not warrant the motor, Rainier will reinstall the motor, during this one year initial period. Installation of the replacement motor more than one year following installation of the awning will be performed by Rainier at rates set by Rainier from time to time.
 - c. **Finish:** Paint finish is warranted to be free of defects under normal usage for five years from date of original purchase. Rainier will pay the labor cost to reinstall painted components with failed paint during the initial one year period. Installation of painted components with failed paint 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.