## LIMITED WARRANTY

Soleffect warrants to the original purchasers of its products, upon the terms of this Limited Warranty, that if installed, used and maintained according to written instructions of the Company, the products will be free from manufacturing defects for the reasonable lifetime of the project for which to product was originally purchased, effective from the date of purchase by the original purchaser, not to exceed twenty-five (25) years. No salesperson, dealer, retailer nor any representative of the Company has the authority to modify this Limited Warranty in any way, either verbally or in writing. No other warranties are made except as set forth herein, and said Warranty is limited by the following terms and conditions:

This Warranty shall remain in effect only if the Company product has been installed by an authorized dealer, and maintained, cleaned, treated and used correctly. This Limited Warranty shall not apply if the product has been damaged due to alteration, accident, misuse, misapplication, improper installation, abuse, normal wear and tear, exposure to the elements, improper maintenance or handling, fire, flood, or other acts of God.

## LIMITED WARRANTY LIMITATIONS

1. <u>Product Use</u>: This Limited Warranty applies only in respect to products that are used strictly for the purpose in which they were designed, manufactured, sold and intended.

2. <u>Specific Products</u>: Cords & Chains used in Roller Shades, Vertical Blinds are warranted for a period of three (3) years from the date of purchase by the original purchaser. Electric motors and electronic controls shall be warranted for a period of five (5) years and one (1) year, respectively, from the date of purchase by the original purchaser. The Company warrants most interior roller shade fabrics for a period limited to 10 years (with some exceptions like Performance Plus) and for exterior roller shade fabrics for a period limited to five (5) years. The Exterior Roller Shade warranty excludes any problems with shades due to the operation of the shade by the end user during inclement weather conditions, which will result in wrinkling of the fabric and improper function of the shade. Exterior Roller Shades are not designed to operate under windy and rainy weather conditions. Fading and discoloration are a natural occurrence over time and are not covered under this Limited Warranty.

3. <u>Replacement Parts or Repairs</u>: Soleffect reserves the right to discontinue or change any of its products as currently manufactured, at any time. If the Company determines to make a replacement under the terms of this Limited Warranty and exact replacements are not available, the Company reserves the right to substitute a part or parts of equal quality at its sole option.

### 4. Warranty Limitations:

- (a) THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT ARISING FROM ANY TRADE USAGE OR COURSE OF DEALING, WITH RESPECT TO THE PRODUCTS OF MANUFACTURER.
- (b) IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY PRODUCT COVERED BY THIS LIMITED WARRANTY, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF TIME OR INCONVENIENCE, OR EXPENSES SUCH AS TELEPHONE, TOWING, CRANE AND HAUL OUT CHARGES.
- (c) IN NO EVENT SHALL MANUFACTURER'S LIABILITY HEREUNDER EXCEED THE COST OF THE PRODUCT.
- (d) SOME STATES DO NOT ALLOW THE EXCLUSION OF LIMITATION OF INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. ALSO, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### EXCLUSIONS FROM LIMITED WARRANTY COVERAGE

The following are excluded from coverage under this Limited Warranty:

- 1. Exposure to air pollutants and normal atmosphere conditions may cause vinyl surfaces to gradually suffer an accumulation of surface dirt and stains. These are normal occurrences and are not covered under Soleffect Limited Warranty.
- 2. Any defect, malfunction or failure to perform, which has occurred because of unreasonable use, improper application or failure to perform reasonable or necessary maintenance.
- 3. Any damage to the products or components of the products caused by settlement or structural defects of the building in which they are installed.
- 4. Any damage caused by wind, hail, lighting, rain, or other Acts of God, intentional acts, accidents, negligence, exposure to harmful chemicals or pollutants.
- 5. Any damage or defect caused by any person, licensed or not, who, after the product's manufacture, handled, transported or installed the Soleffect product, regardless of that person's relationship to Soleffect.
- Any product which has been repaired or modified or attempted to have been repaired or modified by any person other than a duly authorized representative of Soleffect.

In the event that any part or provision of this Limited Warranty shall conflict with any present or future law, statute, ordinance, regulation or ruling, the latter shall prevail; provided, however, that the part or provision of this Limited Warranty which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of law, and all other parts and provisions of this limited warranty shall remain in full force and effect.

In compliance with the latest manufacturing safety guidelines Soleffect includes with each fully assembled product warning tags, warning labels, safety devices and cord cleats. Installers of the finished product must adhere to the safety guidelines as established by the installation instructions and by using all devices provided by the manufacturer. It is the responsibility of the installer, as well as the end consumer, to see that all safety devices are properly installed according to the manufacturers installation instructions included with each device and remain so throughout the life of the product.

For service under this Limited Warranty, please contact point of purchase. Please have available the proof of purchase and the purchase date and location, in addition to a detailed description of the problem. Soleffect shall not be liable for shipping costs for product inspection, service or repair, and is not liable for damages or loss occurring during shipping.

## **Child Safety Information**

## **Cord Safety Warning to Installers and End-Users:**

### Basic cord safety

Children and window cords don't mix. When window cords are accessible to small children, these seemingly harmless products may become strangulation hazards. A child can place their head in the loop created by the blind or shade cords. If the child then tries to sit or falls down, they can hang themselves in the loop. To avoid strangulation and entanglement, keep all cords out of the reach of children by installing safety devices that limit access to the cord and/or chain.



Move all cribs, beds, furniture, and toys away from windows and window cords, preferably to another wall.



Keep all window pull cords and inner lift cords out of the reach of children. Make sure that tasseled pull cords are short and continuous loop cords are permanently anchored to the floor or wall. Make sure cord stops are properly installed and adjusted to limit movement of inner lift cords.



Lock cords into position whenever blinds or shades are lowered, including when they come to rest on a windowsill.

To avoid possible strangulation, keep cords out of the reach of children with the use of the cord safety cleats or other cord safety clips that are provided with each blind or shade.



# Safety Warning