



## LIMITED PRODUCT WARRANTY

### Framing Warranty

Congratulations on the purchase of an Enclosure Guy system, manufactured by Enclosure Guy. Your new system is covered by a limited warranty for up to a period of ten (10) years from the date of original purchase.

Because of the utmost pride and confidence we have in our product, we warrant to the original purchaser and subsequent owners that the framing system and its component parts, finishes and coatings will be free from defects in workmanship and material for as long as this warranty remains in effect.

Under this warranty, we agree to repair or replace (at our option), free of charge, excluding charges for field labor and shipping, any defective part of the framing system, provided that the frame and/or its component parts have not been abused, misused, or installed improperly, and that our care instructions, provided in the original purchase package, have been followed. This warranty does not cover damage to the framing system and/or component parts caused by faulty installation, reinstallation, or service as not set forth in the installation manual unless such installation and reinstallation is performed by Enclosure Guy.

Enclosure Guy is not responsible for damage to any structure to which the system is installed or attached, or to property or items located above, below or near the system. Further, this warranty is void if the system is serviced, or repaired by any unauthorized dealer or service outlet.

Enclosure Guy is not responsible to cover damage to the framing system or its component parts caused from acts of nature, such as hurricanes, gales, tornadoes, snow, sleet, rain, winds, hail, flooding, weights or loads allowed to accumulate on the system, fire or similar hazards, vandalism, neglect, improper use or care, or a combination of the foregoing, or dents, scratches or weathering occurring from normal use, wear and tear.

Enclosure Guy does not guarantee wind-speed rating for the product unless customer specifically requests an analysis and engineering for the particular application, which must be evidenced by a specific line item in the order with the appropriate cost identified. **If customer believes such analysis and engineering is deemed appropriate due to special conditions, including permitting, environmental and wind velocity for the area of installation, customer is required to make such a request no later than three business days from acceptance of order by Enclosure Guy.**

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If the framing system or its component parts mentioned above exhibit defects in material or workmanship within ten (10) years from the date of the original purchase, you must within said ten (10) year period and within 48 hours of your noticing any defect in material or workmanship notify Enclosure Guy.

***Enclosure Guy disclaims any implied warranty of merchantability and implied warranty of fitness for particular purpose. Except as provided in this Product Warranty, there are no warranties that extend beyond the description of such warranty in this Product Warranty.***

All costs related to installation and reinstallations of the Enclosure Guy's equipment covered by warranty are not the responsibility of Enclosure Guy.

Enclosure Guy shall retain the articles that are replaced pursuant to the terms of this warranty. Ship dates are approximate, estimated from the (final) acceptance of the Sales Order Acknowledgement.

This warranty gives you specific legal rights, but you may also have additional or other rights that may vary from state to state.

This warranty does not include fabric or any components affixed to fabrics. For warranty information on these products, please see Fabric Warranty.

Enclosure Guy will not be responsible for any consequential damages caused during or after installation.

If the buyer resells any Enclosure Guy's product to another buyer or end-user, it shall include all the terms and provisions of this warranty in such resale. Enclosure Guy's responsibility to any such third party shall be no greater than Enclosure Guy's responsibility under the warranty to the original buyer.

## **Limited Warranty**

### **Fabric Warranty**

Enclosure Guy warrants all fabric products from failure in normal use due to defects in material or workmanship for period of (3) three-years from date of original invoice.



Enclosure Guy reserves the right to repair or replace items at its discretion for all warranties stated herein. Enclosure Guy's only obligation shall be to repair or replace defective equipment, which does not conform to warranty.

Enclosure Guy is not responsible to cover damage to fabrics or affixed components caused by acts of nature, such as hurricanes, gales, tornadoes, snow, sleet, rain, winds, hail, flooding, ultra violet degradation, weights or loads allowed to accumulate on the system, fire or similar hazards, vandalism, neglect, improper use or care, or a combination of the foregoing, scratches or weathering occurring from normal use, wear and tear.

Enclosure Guy does not guarantee wind-speed rating for the product unless customer specifically requests an analysis and engineering for the particular application, which must be evidenced by a specific line item in the order with the appropriate cost identified. **If customer believes such analysis and engineering is deemed appropriate due to special conditions, including permitting, environmental and wind velocity for the area of installation, customer is required to make such a request no later than three business days from acceptance of order by Enclosure Guy.**

This limited warranty does not cover non-defective damage caused by manufacturing techniques, structural mount surface integrity, improper installation not provided by Enclosure Guy, water collection and/or staining, cold crack, chafe, product modification, improper storage, ultra-violet degradation, shrinkage, over tensioning system or not employing all (provided) tie-downs during system's deployment,, lack of operational care & handling, burns, punctures, torn stitching resulting from not inserting (provided) filler (expansion) flaps, any/all abuses, non-fitness for purpose, failure to provide reasonable and necessary care and maintenance, any alterations to the product or additional labor costs to facilitate repairs and/or replacements including structural damage or freight to and from Enclosure Guy's factory. Enclosure Guy shall not be liable for any injury, loss or damage, direct or consequential, arising out of the inability to use the equipment. Buyer and/or the End-User shall determine the suitability of the product for its intended use and assumes all risks and liability in connection therewith.

Enclosure Guy shall retain the articles that are replaced pursuant to the terms of this warranty. Ship dates are approximate and estimated from the (final) acceptance of the Verified Sales Order Acknowledgement.

Opened or damaged shipping packages or containers should be reported immediately to carrier, photograph and make noted on delivery receipt before accepting. Additionally, report all damaged deliveries to Enclosure Guy within 24 hours.

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Tolerance for design parameters equal (+/-) 5% of nominal dimensioning for shrinkage. All costs related to installation and reinstallations of the Enclosure Guy's equipment covered by warranty are not the responsibility of Enclosure Guy.

Enclosure Guy will not be responsible for any consequential damages caused during or after installation.

If the buyer resells any Enclosure Guy's product to another buyer or end-user, it shall include all the terms and provisions of this warranty in such resale. Enclosure Guy's responsibility to any such third party shall be no greater than Enclosure Guy's responsibility under the warranty to the original buyer.

#### **Additional Exclusions**

Chafing of any kind, i.e., rope halyards, obstructions, columns, cold crack, any customization of the proto-typical design at the request of customer and/or end-user are not warranted. Curtains over 14.0 feet or 168 or more inches in height are not warranted.