

## **No Implied Warranties**

THIS WARRANTY IS THE ONLY WARRANTY PROVIDED BY SHADYFACE FOR OUTDOOR PRODUCTS. THE WARRANTY AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND ARE IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. NO EMPLOYEE, REPRESENTATIVE, AGENT, DEALER OR ANY OTHER PERSON HAS THE AUTHORITY TO ASSUME OR INCUR ON BEHALF OF SHADYFACE ANY OBLIGATION OR LIABILITY IN PLACE OF, OR ADDITION TO, THIS WARRANTY, OR TO MODIFY IT IN ANY WAY. SHADYFACE EXPRESSLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND THAT THE GOODS ARE FIT FOR ANY PARTICULAR PURPOSE. SHADYFACE ASSUMES NO RESPONSIBILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IF SHADYFACE CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES, THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THESE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS, WHICH MAY VARY FROM STATE TO STATE.

#### **General Limitations**

- This warranty is void if Products are physically modified or altered in any way after shipment from SHADYFACE or DISTRIBUTOR.
- Direct contact with products including but not limited to solvents, chemical cleaning agents, scouring agents, abrasives, petroleum-based products, ammonia-based cleaners, alcohol and certain tanning products may cause damage to Products. Such damage is not considered a defect under this warranty.
- SHADYFACE or DISTRIBUTOR reserves the right to change specifications on Products. Such changes are not considered a defect under this warranty.
- Freight or handling damage is not considered a defect under this warranty. Claims should be filed with the freight carrier or with SHADYFACE or the DISTRUBUTORS Customer Care for those on the Product Prepaid Freight Program.
- This warranty applies under conditions of normal residential use. It does not apply to defects
  or damage resulting from negligence, misuse or abuse, lack of recommended maintenance,
  commercial or non-residential use or uses for which Products were not designed. This
  warranty does not cover ordinary wear-and-tear.
- Due to the natural and man-made materials used in the manufacturing process and the fact that Products are generally hand assemble, variations will occur from piece-to-piece. Such variations are not considered defects under this warranty.

- Corrosion is a normal occurrence over time when aluminum is exposed to salt air or sea spray and is not covered by this warranty.
- To the extent permitted by law, SHADYFACE or DISTRIBUTOR's responsibility under this warranty for any Products shall not exceed the actual purchase price of that item.

# **Specific Warranty Provisions**

# **ALUMINUM FRAMES – One (1) Year Warranty**

Aluminum frames are warranted against defects in materials and workmanship for one (1) year from the date of purchase by the original purchaser. Damage to frames or welds due to improper, mishandling or use outside instruction manual provisions are not covered by this warranty.

## **COMPONENT PARTS - One (1) Year Warranty**

Component parts (bolts, brackets, etc.) are warranted against defects in materials and workmanship for one (1) year from the date of purchase by the original purchaser. SHADYFACE will repair or replace the part in the original style by providing repairable or replaceable parts if available and not discontinued.

# **FABRICS - One (1) Year Warranty**

Canvas fabrics are warranted, seam slippage, mis-weaves, breakdown, shrinkage, loss of nap and dye transfer for one (1) year from the date of purchase by the original purchaser. SHADYFACE SUNSHADES should not be left out doors if not in use. The sunshade should be stored in its supplied backpack while not in use. Failure to follow instruction will result in warranty cancellation. Stains resulting from spills are not covered by this warranty. Stains resulting from the transfer of oils to fabric are not covered by this warranty. Damage to fabric due to the use of chemicals to clean fabric is not be covered by this warranty.

# **Warranty Claims**

- Warranty claims must be made through SHADYFACE, INC. only via e-mail at Info@ShadyFace.com. Claims can only be made by the original purchaser. All claims for warranty service must be made in writing and include the original purchaser's name, address, phone number, original proof of purchase (dated sales receipt), documentation confirming the date of delivery and description of the defect.
- In order to determine if a defect exists and how to best arrange repair, replacement, or allowance, SHADYFACE may require photographs of the defect or a personal inspection by a SHADYFACE representative.
- SHADYFACE or DISTRIBUTOR will not be responsible for return transportation, shipping or packing charges without prior written approval by an authorized SHADYFACE or DISTRIBUTOR Consumer Services Manager.
- Failure to follow these warranty claim instructions may result in a delay or additional charges to resolve the issue, or may void this warranty in part or entirely.