

LIMITED WARRANTY

Mariak Industries, Inc. ("Mariak") warrants to the original purchasers of its products, upon the terms of this Limited Warranty, that if installed, used and maintained according to Mariak's written instructions, 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 Mariak 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 Mariak's 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. The obligation of Mariak and its dealers is limited to the repair and replacement of the window coverings and/or components found to be defective and excludes shipping charges and labor cost for measuring and installation.

LIMITED WARRANTY LIMITATIONS

1. **Product Use:** 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. **Specific Products:** Cords used in aluminum blinds, vertical blinds, cellular shades and roman shades 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. Mariak warrants Exterior Roller Shade Fabrics for a period limited to ten (10) 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. **Replacement Parts or Repairs:** Mariak reserves the right to discontinue or change any of its products as currently manufactured, at any time. If Mariak determines to make a replacement under the terms of this Limited Warranty and exact replacements are not available, Mariak 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, LIFT CHARGES 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 Mariak's 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, lightning, 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 Mariak product, regardless of that person's relationship to Mariak.
6. 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 Mariak.

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 Mariak 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 Mariak Industries, Inc., 575 W. Manville Street, Rancho Dominguez, California 90220, telephone (310) 661-4400. Please have available the proof of purchase and the purchase date and location, in addition to a detailed description of the problem. Mariak shall not be liable for shipping costs for product inspection, service or repair, and is not liable for damages or loss occurring during shipping.