

## LIMITED WARRANTY AND RETURN POLICY

## **Limited Warranty**

Draper, Inc. ("**Draper**") warrants (this "**Limited Warranty**") to the End User (the "**End User**") that its products are free from defects in material and workmanship (except as provided below) for the following specified warranty periods (each, a "**Warranty Period**"):

- 25 years for the interior project for which it was originally purchased from the date of shipment on the mounting hardware, headbox, clutch, fascia and shade fabric for the Draper Manual Flexshade; the Draper Motorized Flexshade 2; the Draper Manual Lightbloc; the Draper Motorized Lightbloc; the Draper Manual Skylight; the Draper Motorized Skylight; the Draper Crank Operated Flexshade; and the Draper Colossol Flexshade:
- **10 years** on the mounting hardware, headbox, clutch fascia and shade fabric for the Draper Techmatic and the Draper Spring Roller Window Shade; and
- 5 years from date of shipment on the controls, electronic accessories and motors for the above products;

This Limited Warranty extends only to the original End User, and is not transferable to a third party. This Limited Warranty is applicable to products that are repaired or replaced for the balance of the Warranty Period or for ninety (90) days from the date the product is repaired or replaced, whichever is longer.

If a product breaches this Limited Warranty, the End User may make a claim on this Limited Warranty in accordance with the Claims Procedures, below, within a reasonable time after the End User discovers the defect. Subject to the conditions and limitations set forth below (the "Excluded Items"), Draper, through a Draper Authorized Dealer (a "Dealer") will, at its discretion, either repair or replace any part of the product that proves defective by reason of improper workmanship or materials.

DRAPER'S TOTAL LIABILITY UNDER THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS LIMITED TO REPAIR, REPLACEMENT OR REFUND. REPAIR, REPLACEMENT OR REFUND ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL DRAPER BE LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM THE PURCHASE, USE, MISUSE, INABILITY TO USE OR INABILITY TO INSTALL THE PRODUCT OR FROM DEFECTS IN THE PRODUCT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY GIVEN BY DRAPER FOR THE PRODUCT AND IS IN LIEU OF ALL OTHER WARRANTIES. DRAPER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. THIS WARRANTY SUPERSEDES ALL OTHER WARRANTIES, INCLUDING ANY WARRANTIES BASED ON ORAL REPRESENTATIONS.

THIS LIMITED WARRANTY GIVES THE END USER SPECIFIC LEGAL RIGHTS, AND THE END USER MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

## **Excluded Items**

THIS LIMITED WARRANTY DOES NOT COVER DEFECTS CAUSED BY negligence; improper maintenance; improper storage; accident; misuse; installation not in accordance with Draper's printed installation instructions; abuse; impact or other force, whether prior or subsequent to installation; operation in a manner contrary to design or use in a manner contrary to or in excess of Draper's specifications, drawings or instruction; application other than intended use; use with electrical accessories or parts, including switches, relays, or other accessory components not previously approved in writing by Draper; failure to comply with all of Draper's written instructions and specifications; use for non-interior applications or exposure to outdoor environmental conditions; improper cleaning, maintenance, care or repair; normal wear and tear; fire, lightning, tornadoes, or other acts of God; contact with liquid, water, rain, extreme humidity or heavy perspiration, sand, dirt or the like, extreme heat, or food; excessive electrical supply; abnormal mechanical or environmental conditions; unauthorized disassembly, repair or modification; service by unauthorized provider; installation of unapproved third party products; buyer's remorse. This Warranty also does not apply to any product on which the original identification information has been altered, obliterated or removed, or has been sold as second-hand.

This Warranty does not apply to any defects or damage caused by, arising out of, or related to the installation of the product. Because Draper is not responsible or liable for the installation of the product, the End User should contact the Dealer from which the End User originally purchased the product in the event of a claim related to installation.

Draper does not warrant any images or artwork reproduced, printed, or placed on shade cloth by Draper or any other imaging supplier. Draper is not responsible or liable for fading, discoloration, color shifts, or any other failure or defect in such images or artwork.

Draper does not warrant bead chains on any of its products.

Draper does not warrant against freight damage, concealed or otherwise.

## **Claims Procedure**

To make a valid and proper claim under this Limited Warranty, the End User <u>must notify the Dealer from which it purchased the product within the applicable Warranty Period</u>. The Dealer will then work directly with Draper to process the warranty claim. Draper will take those steps it determines to be reasonable and necessary, including inspection of the product, to determine whether the product is defective by reason of improper workmanship or materials. If, in its sole discretion, Draper determines that the product is defective by reason of improper workmanship or materials, Draper will replace or repair the product. The End User shall not return the product unless requested to do so by the <u>Dealer and/or Draper</u>.

