

Warranty: This Warranty applies to the first purchaser. King Awnings Inc. warrants our products to be free from defective material and workmanship, when properly maintained and installed, under normal use and service for 12 months after installation. Electrical components, including LED Lighting modules, wiring and power supply are warranted for period outlined in manufacturer's warranty. If any part of the product proves to be defective, within the warranty period, King Awnings Inc. will repair or replace such item at King Awnings Inc. option. King Awnings Inc. Company further warrants standard paint finish to be free from peeling and fading, when properly maintained, and under normal use and service for 1 year after installation. Product covered with flame resistant fabric or finished with Kynar finish is warranted under a separate agreement and incorporated herein when this product finish is specified and purchased. Note: It is typical for paint finishes to have slight color variation after 12 months depending upon exposure to sun and other environmental conditions. These are not considered defects or covered under this warranty. Maintenance must follow King Awnings Inc. maintenance procedures.

Purchaser's Duties: Purchaser shall give written notice to King Awnings Inc. Company, of any alleged imperfection of product and or product failure, requesting repair or replacement as promised by this warranty no later than 15 days after the Purchaser learns of such alleged failure within the respective warranty period.

**Disclaimer:** This expressed warranty is in lieu of all warranties, expressed or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. The above warranties shall be effective only for such time as the product is properly maintained, and under normal use and service.

**Exclusions:** This warranty and all of King Awninsg Inc. Company's obligations stated herein shall not apply to:

- Any repairs or alterations made without the written prior approval of King Awnings inc.
- Any product component subject to misuse, abuse, vandalism or accident
- Acts of God.

**Exclusion of Lost Profits or other Consequential Damages:** King Anwings Inc. will have no liability for any lost profit, usage loss, special, indirect, incidental or consequential damages alleged to have been caused by any defect in the product or any failure of King Awnings Inc. Company, to meet any obligation under this warranty.

Exclusive Remedy: Purchaser's sole and exclusive remedy under this warranty shall be limited to the repair or replacement, at King Awnings Inc. Company's option, of any defective warranted part.

Limits of Action: No action or breach of this warranty shall be commenced more than one year after the accrual of the alleged cause of action.

Complete Warranty: This written warranty is the complete, final and exclusive agreement of the parties with respect to the quality or performance of the goods and any and all warranties and representation. No modifications of this Warranty or waiver of its terms shall be binding on either party unless approval in writing by an authorized official of such party.

**Governing Law:** This Warranty and the rights and duties of the parties under this Warranty shall be governed by the laws of Colorado, the state of King Awnings Inc. Company's principle place of business.