

## LIMITED LIFETIME WARRANTY

ONYX Shutters warrants to the original buyer of ONYX Shutters Products that if installed, used and maintained according to ONYX Shutters written instructions, the product will be free from manufacturing defects for the reasonable lifetime, effective from the date of purchase by the original buyer. ONYX Shutters offers lifetime limited warranty on the hard wood and vinyl shutters against all mechanism defects, 5 years warranty on color fastness of paints. 2 year warranty on color fastness of stain on wood shutters. No salesperson, dealer, retailer nor any representative of ONYX Shutters has the authority to modify this 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 the Product has been installed, maintained, cleaned, treated and used correctly. This 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, moisture, improper maintenance or handling, fire, flood, or other Acts of God.

### 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. Warranty Limitations: ONYX's Liability is limited solely and exclusively to repair or replacement, at ONYX's option, of all or any part of the defective Product. Under no circumstances shall ONYX Shutters be liable for consequential or incidental damages resulting from the defective Product. This includes, but is not limited to costs of removal and reinstallation, disassembly and/or reassembly, damage or injury to other property, labor costs for any purpose, or any other expense.
3. Replacement Parts or Repairs: ONYX Shutters reserves the right to discontinue or change any of its Shutters Products as currently manufactured, at any time. If ONYX Shutters determines to make a replacement under the terms of this limited Warranty and exact replacements are not available, ONYX Shutters reserves the right to substitute a part or parts of equal quality at its sole option.

### 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 wood surfaces to gradually suffer and accumulation of surface dirt and stains. These are normal occurrences and are not covered under ONYX'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 Shutters or components of the Shutters caused by settlement or structural defects of the building in which they are installed.
4. Any damage cause 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 cause by any person, licensed or not, who, after the Product's manufacture, handled, transported or installed the ONYX Shutters Product, regardless of that persons relationship to ONYX Shutters
6. Any Shutters Product that is manufactured outside of ONYX's standard factory specifications. This shall include, but not the limited to, custom manufactured Shutters Products for unusually shaped, or abnormally large applications.
7. Any shutters which has been repaired or modified or attempted to have been repaired or modified by any person other than a duly authorized representative of ONYX Shutters

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 agreement which is effected 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. For service under this Limited Warranty, Please contact ONYX Shutters 909-869-7777. Please have available the proof of purchase and the purchase date and location, in addition to a detailed description of the problem. ONYX Shutters shall not be liable for shipping costs for Product inspection, service or repair, and is not liable for damages or loss occurring during shipping.