

# LIMITED PRODUCT WARRANTY RETRACTABLE AWNINGS

We at Eclipse stand behind our exceptional products with pride. Should any products purchased from Eclipse become defective, we will replace or repair them free of charge under the following terms of our **limited warranty:** 

### **AWNING FRAMEWORK WARRANTY**

The frames on Eclipse units are guaranteed to function free from defects in workmanship and materials, under proper use, and unmodified components for the following period from the original date of purchase (see exclusions):

### Ten (10) years:

Eclipse and Drop Shade models.

#### **Limited lifetime:**

Eclipse Premier, Total Eclipse and Solar Eclipse models.

#### FRAME FINISH WARRANTY

On all products, our frame finish is guaranteed to be free of defects in workmanship and materials under proper use and no closer than 1 mile from the ocean, for five (5) years from the original date of purchase (see exclusions).

## **FABRIC WARRANTY**

This limited warranty guarantees Sunbrella brand fabric from becoming unserviceable due to: loss of color or strength from normal exposure conditions, including sunlight, mildew, rot and atmospheric chemicals, for ten (10) years from the original date of purchase (see exclusions).

#### **MOTOR WARRANTY**

Motors are warranted to be free from defects in materials and workmanship, under normal and proper use, for a period of (five) 5 years from the original date of purchase (see exclusions).

## **ELECTRONICS WARRANTY**

All motor controls, switches and electronics are warranted to be free from defects in materials and workmanship, under normal and proper use, for a period of five (5) years beginning from the original date of purchase.

## WARRANTY EXCLUSIONS

## LIMITED LIABILITY AND INDEMNIFICATION

Eclipse will not be liable for any consequential or incidental damages or injuries arising from an alleged breach of this within limited warranty.

Eclipse assumes no liability for damage to the awning system and/or component parts caused by faulty installation, re installation, service, or failure to adhere to pitch requirements, as set forth in the OEM and/or Eclipse installation manual. Eclipse is not responsible for damage to any structure to which the shading system is installed or attached, or to property or items located above, below or near the unit. Further, this warranty is void if the unit is sold, serviced, or repaired by any unauthorized dealer or service outlet. Purchaser shall defend, indemnify, and hold Eclipse harmless against all claims, suits, proceedings, losses, liabilities, and damages (including costs, expenses, and reasonable attorneys' fees) asserted by third parties against the Purchaser that arise out of any act or omission that constitutes a breach of Purchaser's warranties hereunder.

## **FORCE MAJEURE**

Eclipse is not responsible to cover damage to the awning system or its components parts caused from acts of nature, such as hurricanes, gales, tornadoes, snow, sleet, heavy rain, heavy winds, hail, flooding, weights or loads allowed to accumulate on the unit, fire, or similar hazards.

## **ADDITIONAL EXCLUSIONS**

Eclipse is not responsible to cover the cost of damage due to vandalism, neglect, improper use, or neglect of care (or a combination of the foregoing), dents, scratches, degradation due to salt corrosion such as oxidation, rust, chipping or peeling of paint finish, or weathering occurring from normal use, or wear and tear (on all related products). Eclipse also does not guarantee the performance of the unit if the components are modified in anyway by the dealer of the home/business owner. Other brands of fabric will offer a shorter period of coverage, see dealer for specific details.

This warranty is non transferable and does not cover labor costs and installation supplied by your dealer.