

LIMITED WARRANTY

The manufacturer warrants to the original purchasers of its products, upon the terms of this Limited Warranty, that if installed, used and maintained according to manufacturer's written instructions, the products will be free from manufacturing defects for the reasonable lifetime of the project for which product was originally purchased, effective from the date of purchase by the original purchaser. Specific products and general exclusions to this Limited Warranty coverage are noted below. No salesperson or retailer 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 product has been installed, 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 the manufacturer 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 horizontal blinds, aluminum blinds, vertical blinds, cellular shades and woven wood shades are warranted for a period of three (3) years from the date of purchase by the original purchaser. Manual Cordless Lifting Mechanisms must be lifted and lowered slowly and evenly; if the blind does not lift or lower evenly, gently lower the blind all of the way down and raise the blind again using both hands to evenly lower and lift using the blinds bottom rail. Manual Cordless Lifting Mechanisms are warranted for a period of (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. Manual clutches are warranted for a period of ten (10) years against normal wear and tear from the date of purchase by the original purchaser.
3. **Replacement Parts or Repairs:** Manufacturer will determine, at its sole discretion, whether product will be repaired or replaced. The manufacturer reserves the right to discontinue or change any of its products as currently manufactured, at any time. If exact replacements are not available, manufacturer reserves the right to substitute a part or parts of equal quality at its sole option. If a product replacement is needed for a discontinued product still under warranty, manufacturer will provide a product that matches as closely as possible.

EXCLUSIONS FROM LIMITED WARRANTY COVERAGE

The following are excluded from coverage under this Limited Warranty:

1. Exposure to air pollutants and normal atmospheric conditions may cause vinyl surfaces to gradually suffer an accumulation of surface dirt and stains. Fading from extensive exposure to sunlight. These are normal occurrences and are not covered under this 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 product.
6. Any product which has been repaired or modified or attempted to have been repaired or modified by any person other than a fully authorized representative of the manufacturer.

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 manufacturer 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 manufacturer's installation instructions included with each device and remain so throughout the life of the product.**

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER OBLIGATIONS, LIABILITIES AND WARRANTIES, EXPRESS OR IMPLIED. In no event shall the manufacturer or its distributors be liable or responsible for INCIDENTAL OR CONSEQUENTIAL DAMAGES OR OTHER DIRECT OR INDIRECT DAMAGE, LOSS, COST, EXPENSE OR FEE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you. IN NO EVENT SHALL MANUFACTURER'S LIABILITY EXCEED THE COST 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.