

Product Warranty & Limitation of Liability

 **STRUCTURES (ISABELLA, BUTTERFLY, AURORA)**



LIMITED WARRANTY

Coolaroo® is pleased to offer a limited warranty on **Coolaroo® Pergola & Gazebo products, including the Isabella, Butterfly and Aurora structures.**

The limited warranty covers the purchaser in the case of manufacturing defects (i.e., a flaw in the product design, materials, or workmanship) as stated below.

WHAT IS COVERED

- **Fabric:** If the fabric cover cracks, splits or tears as a direct result of ultra-violet exposure within **five (5) years** of the date of purchase from Coolaroo® / GALE Pacific USA, Inc. or an authorized distributor, GALE Pacific will, at its discretion, replace the fabric component of the product free of charge or refund the cost of such replacement.
- **Hardware:** Original defects in materials or workmanship of the hardware components and fasteners for **one (1) year** from the date of purchase, provided the product was properly assembled and utilized.

WHAT IS NOT COVERED

- Normal wear and tear.
- Damage caused by abuse, accidents, alterations, misuse; failure to follow instructions for assembly, use, cleaning, or maintenance.
- Discoloration caused by long exposure to direct sunlight.
- Slight color variation; natural variations in color.
- Any damage to the product caused or contributed to by exposing the product to chemicals (including chlorine), placing the product near an open flame (including flames from a grill), tensioning the product beyond its tear and tensile capabilities, or mechanical friction.

WARRANTY SERVICE

Warranty claims must be accompanied by the original sales receipt. Please contact Coolaroo® customer service directly for assistance. This limited warranty is not transferable if the original purchaser gives away or resells the pergola or gazebo to a third party.

WARRANTY REMEDY

Coolaroo® will repair and/or replace any defective product or apply a pro rata credit for the amount paid by the consumer at Coolaroo's discretion. The pro rata credit would be pro-rated over the product warranty period specified above.

LIMITED WARRANTY

Coolaroo® makes no warranties or representations to purchaser or any other person, with respect to the products, or any services provided to purchaser by the retailer, or any other person, except that all products sold hereunder will conform to Coolaroo® product specifications, and product information set forth in the product packaging and/or installation manuals (collectively, the "Limited Warranty"). All Coolaroo® product sales are subject to our Limited Warranty, warranty disclaimers, and limitations on liability in effect for the Coolaroo® products at the time of purchase. Coolaroo® reserves the right to change the terms of the Limited Warranty at any time, without notice and without liability to any person.

Exclusion of Other Warranties: The Limited Warranty is the only warranty, express or implied, that Coolaroo® makes with respect to the products, and specifically disclaims all other implied warranties including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. The warranty remedy set forth above states the entire obligation of Coolaroo®, and exclusive remedy of customer, with respect to Coolaroo's obligations for the products.

Limitation of Liability: Coolaroo® is not liable to any party for any incidental, consequential, indirect, statutory, special, or punitive damages, including, but not limited to, lost profits, loss of use, loss of time, inconvenience, lost business opportunities, damage to good will or reputation, regardless of whether such liability is based on breach of contract, tort, strict liability, or otherwise. No action shall be brought for any claim more than one (1) year after the accrual of such cause of action, except for replacement of a defective product within the limited warranty period.