

AAA State of Play
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SuperiorShade Warranty

General Conditions:

- The warranty set forth shall be the purchaser's sole and exclusive warranty.
- All warranties below are effective from the date of installation by Superior Shade, its subsidiaries or agents.
- Superior Shade reserves the right to repair or replace any item covered by this warranty.
- The warranty is void if the structures are not installed in strict compliance with the manufacturer specifications.
- Purchaser shall notify Superior Shade or its agent in writing detailing any defect for which a warranty claim is being made.
- Superior Shade shall not in any event be liable for indirect, special, consequential or liquidated damages.
- Superior Shade specifically denies the implied warranties of fitness for a particular purpose and merchantability.
- The warranty is void if any changes, modifications, additions or attachments are made to the structures or fabric without the written consent of the manufacturer.
- No signs, objects, ornaments, fans, lights, fixtures or decorations may be hung from the top part of the structure, unless specifically designed and engineered by the manufacturer. These items may interfere with the fabric causing the warranty to be voided.

Thread:

- Superior Shade warrants its sewing thread for a period of eight years.
- This warranties that the sewing thread will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather and water.
- All other warranties are disclaimed.
- Labor for the removal, installation and/or freight charges, or tops with damage caused by thread will only be covered in instances where Superior Shade had installed the shade structures. In all cases where shade structures were not installed by Superior Shade or its agents, all labor for the removal, installation and/or freight will be at the customers' expense and the warranty will only be applicable to the repair or replacement of the defective materials.

Fabric:

- Superior Shade fabrics carry a ten-year limited manufacturers warranty from the date of installation against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration with the exception of the umbrella shade structures which carry a three-year limited warranty. Should the fabric need to be replaced under the warranty, Superior Shade will manufacture and ship a new fabric at no charge for the first six years, thereafter pro-rated at 18% per annum over the last four years.
- All fabric curtains, valences and flat vertical panels are not covered under the warranty.
- Fabric is not warranted where it is installed on a structure that is not engineered and built by Superior Shade.

rior Shade or its agents.

- This warranty shall be void if damage to or failure to the shade structure is caused by contact with chemicals, misuse, vandalism or any act of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters.
- All fabric tops are warranted for sustained winds up to 76mph (hurricane force 1) and for gusts of up to 3 seconds duration up to 90mph with no snow or ice accumulation.
- The structures have been designed to eliminate any friction between the rafters and the fabric. The warranty will, therefore, be voided if any modification (temporary or permanent) is made to the rafter, cross pieces or ridge beams.
- Labor for the removal, installation and/or freight charges will be covered in full for a period of twelve months where the shade structures supplied and installed by Superior Shade are defective. In all cases where the shade structures are not installed by Superior Shade or its agents, all labor for the removal, installation and/or freight will be at the customers' expense and the warranty will only be applicable to the repair or replacement of the defective materials.
- Superior Shade reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. The company does not warranty that any particular color will be available for any period of time and reserves the right to discontinue any color for any reason it may determine, without recourse by the owner of the discontinued fabric color.

Steel:

- The structural steel frames are covered for a period of twenty years against failure due to rust corrosion or faulty workmanship.
- Workmanship and painted surfaces are warranted for a period of twelve months. This warranty shall be void if damage to the steel frame or paint is caused by contact with chemicals, misuse, vandalism or any act of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters.

Acts of Nature:

- This warranty does not cover natural disasters, such as earthquakes, shifts of terrain or tornados. If the structure is installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued.
- Structures are warranted for winds up to 145mph only if shade canopies have been removed as per requirement set forth above in the Fabric paragraph. Removal and reinstallation must be performed by an authorized Superior Shade installer unless otherwise specified in writing.

Installation:

- Labor for the removal, installation and/or freight charges will only be covered in instances where Superior Shade or its agents have installed the shade structures. In all cases where units were not installed by Superior Shade or its agents, all labor for the removal, installation and/or freight will be at the customers' expense and the warranty will only be applicable to the repair or replacement of the defective materials.

AAA State of Play has specific policies regarding warranty issues. For more information please visit: <http://www.aaastateofplay.com/policies.php>.