ShoreStation®

CANOPY COVER WARRANTY

LIMITED Five-year (5) Fabric Warranty

This warranty applies to just the **ShoreStation** canopy cover itself and does not apply to the canopy frame, associated accessories, or hoist where it is mounted.

Midwest Industries, Inc. warrants the *ShoreStation* canopy cover fabric to be free of material defects under normal use and service for five (5) years as hereinafter provided.

- The cover fabric will <u>not</u> shrink beyond its ability to fit its adjustable canopy frame.
- The cover fabric will <u>not</u> deteriorate as to its imperviousness to water to such an extent that water can penetrate the cover in such quantity as to make the cover no longer operable.

How the LIMITED five (5) year warranty works

- If warranty applies during the first year of ownership, the canopy will be replaced at no charge and the labor paid for replacing the defective canopy.
- If warranty applies during the second year of ownership, the canopy will be replaced at no charge. No labor will be paid.
- If the warranty applies during the third through fifth year, the costs of repair or replacement will be prorated 1/60 per month for each remaining month of the warranty. No labor will be paid.

Warranty Performance

Service will be provided by the dealer during normal business hours after the dealer is notified, giving identification of the equipment, date of completion of installation, and nature of defect(s). To verify the warranty is still in effect, the owner must furnish proof of purchase. For the location of the nearest authorized *ShoreStation* dealer, please try our dealer locator at www.shorestation.com; if you have any trouble locating a dealer, please contact your area's distributor, which sets up your region's dealer network — you can find this at www.shorestation.com as well.

What is not covered by our LIMITED Five-year Fabric Warranty

- This Limited Warranty does not cover the valance and/or binding as delamination can occur at various rates due to high-wind areas; this act of God is not covered under this warranty.
- This Limited Warranty does not cover any condition or damage which, in whole or in part, results from or is caused by any abuse, neglect, normal wear and tear, or improper use, maintenance, or operation, including your failure to comply with the printed owner's manual furnished with your canopy frame and the care tag attached to the canopy.
- The vinyl is not warranted against the occurrence of minor pinholes.
- The vinyl is not warranted against fading.

To illustrate, but without limitation, this warranty does not cover or apply to:

- Any condition resulting from failure to provide maintenance and cleaning in accordance with the instructions on the canopy's attached care tag.
- Any condition or damage resulting from any misuse, abuse, neglect, accident, alteration, or failure to secure or maintain.
- Normal fading and minor deterioration of exterior surfaces resulting from exposure to the elements, including the sun.

Other Rights and Remedies:

- No other express warranties. Unless otherwise explicitly agreed in writing, it is understood that these are the only written warranties given by **ShoreStation**. **ShoreStation** neither assumes nor authorizes anyone to assume for it any other obligations or liability in connection with its covers.
- No implied warranties. There are no representations, agreements, obligations or conditions, express or implied, statutory or otherwise, relating to this warranty by ShoreStation other than herein expressly contained.

This express warranty excludes any and all implied warranties, including any implied warranty of merchantability or implied warranty of fitness for a particular purpose. There are no warranties, which extend beyond the description of the face hereof.