



Rainier Awning Systems Limited Warranty

1. **Warranty.** Rainier Industries Ltd. (Rainier), a Washington corporation warrants, to the first Purchaser only, the Rainier retractable awning to be free from defective materials and workmanship, when properly maintained and under normal use and service, for a period of ten years following date of original purchase. Should the awning prove defective within this warranty period, Rainier will repair or replace the defect, at Rainier's option.
 - a. **Fabrics:** Rainier does not warrant the fabrics used for such awnings. Rather, all fabrics are warranted by the manufacturer and not directly by Rainier. Rainier will supply copies of such warranties upon request. Notwithstanding that Rainier does not directly warrant the fabric, Rainier will replace any such fabric itself during the first year after original purchase. The [Sunbrella Awning Warranty](#) covers Sunbrella fabrics for ten years.
 - b. **Finish:** Paint finish is warranted for five years to be free of defects under normal usage for five years from date of original purchase.
 - c. **Motors:** Somfy offers a five year warranty on all motors and controls. Specifically, Somfy warrants its motors and controls to be free from defects in material and workmanship under normal and proper use for a period of five years commencing with the date stamped on each product. If the Somfy product fails within this five year period, Rainier will coordinate the repair or replacement of your Somfy motor.
2. **Purchaser's Duties.** The Purchaser shall give written notice to Rainier, of any alleged failure of the awning system within this limited warranty period, no later than 15 days after the Purchaser learns of such failure.
3. **Disclaimer and Exclusion of Warranties.** There is no express or implied warranty, representation or condition of any kind (including without limitation warranty of merchantability or of fitness for use) except for the express warranty in paragraph 1 of this Limited Warranty, and no further warranty shall be implied by law.
4. **Exclusion.** This warranty and all of Rainier's obligations stated herein shall not apply to:
 - a. any repairs or alterations made without the prior approval of Rainier;
 - b. any awning damaged by misuse, abuse, vandalism, accident, wind, snow loads, rain, or Act of God;
 - c. moderate waffling or puckering of the fabric;
 - d. any scaring, discoloration or premature fabric wear inherent to awnings equipped with center supports,
 - e. any freight costs to ship product to or from our factory in Tukwila, Washington.
5. **Limitation of Liability.** It is understood and agreed that Rainier's liability, whether in contract, in tort, under any warranty, in negligence or otherwise, shall be limited to the undertaking set out above in paragraph 1 of this Limited Warranty, and under no circumstances shall Rainier be liable for special, indirect or consequential damages. The price stated for the items purchased is a consideration in limiting Rainier's liability.
6. **Limitation of Actions.** No action for breach of warranty shall be commenced by the Purchaser more than one year after the accrual of the alleged cause of action.
7. **Merger.** This written warranty is the complete, final and exclusive agreement of the parties with respect to the quality and performance of the awning and to any and all warranties and representations related to it.
8. **No Oral Modification or Waiver.** No modification of this warranty, or waiver of its terms, shall be binding on either party unless approved in writing by both parties.
9. **Governing Law.** This warranty, and the rights and duties of the parties under it, shall be governed by the laws of the State of Washington.