

Miami Corporation



Warranty for Haven Fabric

Miami Corporation ("Miami") warrants Haven fabric at the time of delivery to be in accordance with its published specifications and free from material defects in components and workmanship, including delamination and excessive surface loss due to weathering. Miami further warrants these fabrics to retain a color reading not to exceed 7 DE compared to manufacturers production standards for the life of the warranty. Cold crack from folding and wind whip are excluded from the warranty, especially if the material is in contact with rigid objects such as awning frames. The material must be restrained from moving, especially in winter months.

Miami's obligation under this Warranty is limited to repair, replacement, or return of the purchase price of any fabric that proves defective within the applicable warranty period under normal use and service. Miami shall not be responsible for the cost of labor or other charges incurred by the customer in removing, handling, or reapplying fabric, or in returning fabric to Miami for repair or replacement. Miami reserves the right to determine whether to repair or replace defective fabric or return the original purchase price.

If defects occur within the warranty period, Miami will assume the below-listed respective percentage of the material replacement cost thereof, or return the original purchase price, based on the current selling price of the material at the time of replacement or the original purchase price, as applicable. The customer must pay the remaining portion of such cost:

PERCENT MIAMI CORPORATION LIABILITY

Defect Occurring in Haven

1st year 100%
2nd year 80%
3rd year 50%
4th year 20%
5th year 15%

This warranty shall be void if the fabric is exposed to harmful chemicals, abused by machinery, equipment, or any persons, exposed to excessive pressures or sources, damaged by abnormal weather conditions, acts of God, falling objects, explosions, fire, riots, civil commotion, external forces, faulty or inadequate installation, acts of war, radiation, harmful fumes, or foreign substances in the atmosphere, floods, or used in architectural structures not in accordance with accepted engineering standards.

As a condition to the effectiveness of this Warranty, the customer must notify Miami prior to purchasing the material of any unusual application, such as chemical exposure or harsh environmental exposure. Damage, failures, or defects resulting from these applications will not be covered by this Warranty unless the customer receives written confirmation from Miami. Customers purchasing custom colors or special architectural

fabric should request written notification from Miami as to whether the special material is covered by the terms and conditions of this Warranty before purchasing.

To make a claim under this warranty, the customer must notify Miami in writing within 30 days following the discovery of the alleged defect. Miami reserves the right to inspect the fabric at any time during the warranty period upon reasonable notice to the customer. The warranty shall be invalid if Miami is denied the right of inspection.

SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS OR THE USE OF THE PRODUCTS OR THE PERFORMANCE OF THE PRODUCTS. SELLER SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES, NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT, ANY WARRANTY NOT SPECIFICALLY PROVIDED HEREIN.

Governing Law: Sales transactions will be governed and construed in accordance with the local laws of the State of Ohio. If any provisions of these terms and conditions are held invalid, illegal, unenforceable, or inoperative, the balance of these terms and conditions will remain in full force and effect.

LIABILITY LIMITATION: SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF THE SALE OF PRODUCTS, A BREACH OF THE WARRANTY PROVIDED HEREIN, OR ANY USE OR MISUSE OF PRODUCTS. The sole and exclusive remedy with respect to defective merchandise shall be the repair, correction, or replacement thereof pursuant to the foregoing provisions. Should the fabric prove so defective as to preclude the remedying of warranted defects by repair or replacement, the customer's sole and exclusive remedy shall be the refund of the purchase price of the defective fabric.



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CORPORATION

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