

## Weathertyte® Plus 10 Year Limited Warranty

### Terms:

Cooley, Inc. warrants that Weathertyte standard colors, when used in a frontlit awning application, and when fabricated, installed and maintained according to instructions, will perform and provide outdoor weatherability (1) from the date of fabrication and (2) under normal exposure conditions provided that the Cooley and other materials are properly stored and are applied within two years<sup>1</sup> of the original shipment date from Cooley. This warranty is contingent on the Cooley material being processed in accordance with Cooley's recommended instructions and being applied to properly prepared surfaces and cleaned and maintained in accordance with recommended Cooley's application procedures.

"Outdoor Weatherability" is defined as no appreciable deterioration in the product when viewed from its intended viewing distance. Premature failure due to cracking, crazing, blistering, or delamination shall constitute a breach of warranty if it occurs during the warranty period. Replacement substrate and graphics will be warranted for the period corresponding to the remaining warranty period of the original failed material. Slight color change, fading, chalking, edge lifting, or slight reduction in gloss will not materially detract from appearance and does not constitute a breach of warranty. In the event a breach of warranty occurs as defined above, Cooley's sole liability is outlined below.

### A. Warranty Against Fabrication Failure

Replacement of Cooley material and decoration film in an amount equal to the value of the materials that failed during fabrication. It is the awning manufacturers responsibility to perform incoming raw material quality inspections, to implement appropriate manufacturing process controls including in-process testing, retain converted samples, and to immediately cease using and notify Cooley of any materials deemed defective.

### B. Warranty Against Field Performance Failure

#### **Years 1-8 (full material replacement):**

For a period of eight (8) years from the date of **fabrication**. If the material does not perform under the above conditions, Cooley will supply to the awning company sufficient Weathertyte material to produce a new duplicate awning. This warranty is for fabric only and does not cover frames, labor, or installation provided by the manufacturer. This limited warranty is valid only if a copy of the invoice for the item purchased is submitted showing date of original purchase.

#### **Years 9-10 (prorated material allowance):**

If a material fails to perform in years 9-10, Cooley will provide an allowance for the defective material and associated decoration used in remanufacture of the defective awning calculated using the following formula:

$$\text{Allowance} = A \times \frac{(120 - B)}{120}$$

Where A = Value of replacement materials  
B = Number of months since manufacture or shelf-life expiration date.

### C. Decoration

Cooley further warrants that approved pressure sensitive vinyl<sup>2</sup>, when applied to Weathertyte by the approved application methods, will not peel off under normal weathering conditions for a period of for 5 years for vertical exposure, and 3 years for non-vertical exposure in most of the United States and Canada, and three years for vertical and two years for non-vertical exposure in the Desert Southwest (Arizona, New Mexico, and desert areas of California, Nevada, Utah, and Texas.). If the pressure sensitive vinyl should peel off under the above conditions, Cooley will supply new material to restore the awning at the then current price prorated (1/60) for each month remaining in the original warranty period.

The foregoing is not applicable to awnings which have been damaged by chemicals, airborne particles or dirt, bird droppings, or water run-off, nor to awnings damaged by willful neglect or negligent mishandling, nor to awnings which excessively fade or discolor due to use of non-recommended decorating techniques. Cooley's liability under the warranty is limited to replacement as stated herein and Cooley will have no liability for any indirect or consequential expenses or losses.

### D. Notification of Claim

This Warranty requires that Cooley be notified in writing of any claims within twenty-one (21) days of material failure. Claim notifications must include name and lot numbers for Cooley material and films, report of fabrication procedures, in-process test results, finished samples, installation date and location, name of awning manufacturer, and any other pertinent information requested by Cooley. Cooley reserves the right to inspect all reported claims. Failure to comply constitutes a waiver of all rights under this Cooley Warranty.

Cooley has no obligations under this warranty with respect to products that have been modified or damaged through misuse, abuse, accident, neglect or mishandling by Purchaser or Purchaser's customer. For example, unless specifically claimed in an Cooley Product or Bulletin, materials are not warranted against premature failure caused by chemical or mechanical means such as, but not limited to, vandalism, cleaning solutions, paints, solvents, mechanical washing equipment, engine fuel spills, engine exhaust, steam, organic solvents or other spilled chemicals. Substrates and films applied to unsound awning boxes for frames or surfaces that subsequently rust, crack, peel, outgas, or become damaged beneath the flexible material are not warranted for performance. Damage from fire, structural failure, lightning, and other force majeure events are not covered.

### E. Unintended Use of Products

Cooley products covered by this warranty are intended only for use by professional users and only for the intended uses as described in the corresponding Cooley Product Brochures. Before using for any other application, user shall determine the suitability of the product for its intended use and user assumes all risk and liability in connection therewith.

NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE, OR OTHERWISE, EXCEPT AS SET FORTH ABOVE (WHICH IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES) SHALL APPLY TO THE PRODUCTS DESCRIBED HEREIN. THE COOLEY GROUP SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER SUCH WARRANTIES. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COOLEY GROUP. IN NO EVENT SHALL THE COOLEY GROUP BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF USE OR PRODUCTION OR LOSS OF CAPITAL. THE COOLEY GROUP'S LIABILITY ON ANY CLAIM OF ANY KIND SHALL IN NO CASE EXCEED THE AMOUNT EXPRESSLY PROVIDED FOR IN THIS WARRANTY. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE DAMAGES ARE SOUGHT BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL THEORY.

- (1) Cooley products have a 2-year shelf life from date of sale by Cooley to the customer. If a material exceeds its shelf life, Cooley’s warranty period will be calculated from the shelf line expiration date or the date of installation, whichever is less.
- (2) Call Cooley for approved pressure sensitive films, paints, etc.
- (3) If the stated durability of the decoration materials differs from that of the Cooley material the finished awning will be warranted for a period equal to the stated durability of the least durable component.

**Technical Notes available upon request:**

- **Weathertyte Plus Awning Cleaning Products..... Cooley Tech Note 122**
- **Weathertyte Plus Awning Cleaning Methods..... Cooley Tech Note 123**
- **Weathertyte Plus Awning Seam Welding Methods..... Cooley Tech Note 124**
- **Weathertyte Plus Awning Stencil Painting Guidelines ..... Cooley Tech Note 125**
- **Weathertyte Plus Awning PSV Application Guidelines ..... Cooley Tech Note 126**