

# MechoSystems (MS) Warranty

## From the Warranty portion of the MechoShade Systems, Inc. General Terms and Conditions of Sale/Warranty (Interior Products)

MechoSystems (MS) Warranty is for the use of MS's products for interior spaces only and is not warranted for exterior use or installation unless specifically indicated by, but not limited to, MS's published information, its website, Order Acknowledgment, and/or published literature.

Please see MS's Terms and Conditions (L10245) for any additional information. The Terms and Conditions between the Buyer and MS constitute the entire agreement between MS and the Buyer and MS and the Buyer's customers. No other representations or warranties shall be binding against MS.

MS warrants to the original Buyer and those Transferees specifically authorized herein that its products are free of manufacturing defects in factory materials or workmanship for the following specified warranty periods:

### Hardware, Accessories, and Shadecloths

MS Warranty is for the range of standard-size shades as indicated in MS's published Price List or website.

MS does not extend its Warranty to a Dealer or similar entity who brokers the product to another Dealer or similar entity. There is no restriction on the transfer of the Warranty to the main, general, or interior contractor, or owner in accordance with its interests when provided by the original Buyer from MS.

An MS Warranty applies to MS products fabricated by MechoShade Systems, Inc. Lifetime Limited Warranty is defined to be the life of the project for which it was originally purchased, not to exceed 25 years from the date of shipment for specified products only. Warranty for unnamed hardware and fabrics shall not exceed 10 years from date of shipment. Warranty for unnamed electronics shall not exceed five years.

All warranties shall be from date of shipment, within published standard-fabricated size shades only. All shades larger than MS's published shade sizes in any one direction are deemed to be Monumental shades and/or high-bay shades if mounted 20 ft. (6.09m) or more from the finished floor.

### Warranty timelines

- Mecho®/5 and ElectroShade® hardware with ThermoVeil®, EuroVeil®, EuroTwill®, Equinox, Midnite®, and Classic Blackout shadecloths – 25 years.
- Unnamed MS products are warranted for 10 years against manufacturing defects.
- EcoVeil® – 10 years with MS hardware, fabricated by MS.
- MirroFilm® – Five years with MS hardware, fabricated by MS.
- Customer's Own Material (COM) and COM shadecloths are not warranted.
- Unnamed MS shadecloths – 10 years, fabricated by MS.
- COM fabrics are not warranted.
- The bead chain in all manual systems as a fail-safe component – not included in any MS Warranty.
- Mecho SlimLine® – 10 years.
- Mecho SlimLine and UrbanShade® hardware with ThermoVeil, EuroVeil, EuroTwill, Equinox, Midnite, and Classic Blackout shadecloths – 10 years.
- MagnaShade® – 10 years with specifically approved MS shadecloths, fabricated by MS. Not included in any other manufacturers' shadecloths.
- The MagnaShade System requires cleaning of the cradle at least once each year to clear it of particulates that may accumulate over time.

- MagnaShade hardware by others – 10 years.
- MagnaShade shade-band fabrication by others – not warranted by MS.

### Controls, Electrical, Electronic Accessories, and Motors

- Five years from date of shipment.
- MS reserves the right to provide refurbished replacement motors and electronics under warranty which shall be warranted to the end of the term of the original purchase warranty.

### Software and Automated Systems

- MS automation-hardware warranty shall be the manufacturer's warranty and shall pass through to the Buyer.
- Electronic components are warranted to be free of manufacturing defects for five years.
- Software is warranted against material defects.
- Software modified for a specific project might have project-specific warranties.
- SolarTrac® Automated System: Fine-tuning requires IP access during normal MS business hours (EST/EDST).
- SolarTrac Infinity: Fine-tuning online commences after a project's substantial completion for a six-month solar-solstice period (December 21 – June 21 or June 21 – December 21).
- SolarTrac 50: Fine-tuning online commences after a project's substantial completion for a three-month period commencing upon the date of substantial completion.
- SolarTrac 12 – SunDialer®: One-month period of fine-tuning commencing upon date of occupancy.
- SolarTrac and System Training: In order for the MS Warranty to be in full force and effect, the Buyer and/or User shall provide appropriately educated staff for an end-to-end commissioning/training period of two full days for certification and operation of MS Automation and Control Systems from the motors to the central server, and one full day for education on the operation SolarTrac for the warranty to be in full force and effect for the operating system.
- Service and maintenance of the computer hardware is the responsibility of the Buyer or User.
- MS recommends annual service and review of the hardware and connectivity of all manual and motorized shades for the MS Warranty to be in full force and effect.
- MS recommends a multi-year software service agreement to keep the Warranty in full force and effect – all in accordance with MS's Terms and Conditions.

The MS Limited Warranties are exclusive and in lieu of all other warranties, whether written, oral, or implied (including any implied warranty of merchantability, fitness for a particular purpose, or otherwise).

Monumental shades are defined to be all shades where any one dimension of the shadeband is larger than MS's published list of fabricated-shade sizes or 20 ft. (6.09m), whichever is greater. High-bay shades are deemed to be all shades mounted 20 ft. (6.09m) or more from the floor. The MS Warranty

Continued 

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for Monumental/high-bay shades shall be limited to 10 years for hardware and shade cloth, and five years for motors and electronics. If any part of an MS product (except for images or artwork on shade cloths) is found, in the reasonable judgment of MS, to be defective in factory materials or workmanship during the above-prescribed warranty periods, MS will repair or replace the defective part at MS's option. Repair or replacement under this Warranty does not include shipping, labor or costs for installation, reinstallation, or removal of MS products, parts, or components. This Warranty extends only to the original Buyer of MS products that have been installed by an authorized MS Dealer representative. MS shall be promptly notified of all complaints or claimed product defects with sufficient time for MS to inspect the product on site or at the dealer's facility. Removal of the product and/or original packaging prior to MS and insurance inspection, without written approval from MS and/or from the insurer, might, at MS and insurer's option, cancel all warranties and invalidate claims to MS and/or the insurer.

### Exterior Shades

Shades mounted to the exterior of a building and/or exposed to outdoor environmental conditions are excluded from this Warranty and will be subject to a specific Warranty that may be written for a specific project.

This Warranty does not apply if any of the following exclusions exist:

- The product has been subject to misuse, abuse, neglect, negligence, and/or accident, or has been operated in any manner contrary to MS's operating instructions or specifications.
- Damages or conditions have resulted from improper cleaning, maintenance, care, or repair of the product.
- The product has been improperly installed or not installed according to MS's guidelines or specifications.
- MS's written instructions for wiring components, installation, or wiring of electrical connections have not been followed.
- The product has been used to perform functions or has been operated in a manner contrary to its design or otherwise has been used in a manner contrary to or in excess of MS's specifications, drawings, or instructions.
- The product has been used with electrical accessories or parts (such as switches, relays, or other accessory components) that have not been previously approved in writing by the MS Engineering Department.
- If any electrical accessories and/or other components have been used in disregard to the basic wiring diagram for which they were designed.
- Failure to comply with all of MS's written instructions and specifications.
- Repairs have been made necessary from normal wear of the product or by use of parts or accessories, which are either incompatible with the product or otherwise adversely affect its operation, performance, or durability.
- In the event of a claim of faulty products installed or not installed, the Buyer shall promptly notify MS and provide access to the work and provide a written claim of faulty product. MS reserves the right to remove, repair and/or replace at its unilateral discretion. The Buyer is not authorized to provide services of any kind and revert to MS without written approval from an authorized officer of MS. MS has final right of refusal.
- The product is used for non-interior applications or otherwise exposed to outdoor environmental conditions.

MS requires that the Buyer license or own the right to reproduce all images or artwork, photographs, and other intellectual property provided by the Buyer, its agents, or customers. The Buyer shall indemnify, defend, and hold harmless MS, its imaging supplier, its employees and officers against any claims or actions for alleged or actual copyright or trademark infringement or any other claims resulting from reproduction of the images or artwork in any form or any other use of the images or artwork by the Buyer, MS, its imaging supplier, or other Third Parties.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE). MS SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE IN THEIR ENTIRETY. MS'S OBLIGATION UNDER THIS WARRANTY IS STRICTLY AND EXCLUSIVELY LIMITED TO THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS AS HEREIN DESCRIBED, AND MS DOES NOT ASSUME (OR AUTHORIZE ANYONE TO ASSUME FOR MS) ANY OTHER OBLIGATION, WHETHER WRITTEN, ORAL, OR IMPLIED. NOTWITHSTANDING ANY OTHER REPRESENTATIONS OR AGREEMENTS BY ANY PARTY OR NON-PARTY, WHETHER WRITTEN, ORAL, OR IMPLIED.

MS ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE TO THE ORIGINAL BUYER OR ANY OTHER PARTY OR NON-PARTY FOR ANY PERSONAL INJURY, LOSS, OR DAMAGE, WHETHER DIRECT, LIQUIDATED, INCIDENTAL, OR CONSEQUENTIAL, INCLUDING BUT NOT LIMITED TO THE LABOR OR COSTS RELATED TO THE ACCESS TO THE WORK, REPLACEMENT OF A DEFECTIVE PRODUCT OR PARTS OR INSTALLATION, REINSTALLATION, OR REMOVAL OF SUCH PRODUCT OR PARTS, EXPENSE OF RETURNING A PRODUCT OR PART TO MS OR ITS AUTHORIZED DEALER OR THE EXPENSE OF RETURNING IT TO THE ORIGINAL BUYER, LOSS OR DAMAGE TO PERSONAL OR REAL PROPERTY, LOSS OF REVENUE, LOSS OF THE USE OF THE PRODUCT, LOSS OF TIME, OR INCONVENIENCE.

This Warranty gives the original Buyer and those Transferees specifically authorized herein, specific legal rights, and the original Buyer may also have other rights, which vary from state to state. All costs related to installation and reinstallation of the MS equipment covered by this Warranty are not the responsibility of MS. MS will not be responsible for any consequential or liquidated damages during or following the installation procedures, regardless of agreements required by or made by others. Before use, the Buyer and/or the ultimate User shall determine that the product is suitable for the intended application, and the User assumes all risks and liability in connection therewith. Product specifications can be obtained by contacting MS or an authorized MS Dealer.

This Warranty may only be changed or modified with the express, written consent of a MS corporate officer so authorized. Any removals, modifications, or changes to the System due to changes in the Tenant occupancy must be reviewed and approved by MS and the work performed by an authorized MS representative pursuant to a valid, written-contract, dealer-representative agreement with MS. If the Buyer resells any MS products, the sale shall include all of the Terms and Provisions of this Warranty in such resale.

MS's responsibility to any such Third Party shall be no greater than MS's responsibility under the Warranty to the original Buyer.

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