



PERMA-CAP LIMITED WARRANTY

Warranty

Manufacturer warrants to the original owner for the period of five years from the date of purchase our Perma-Cap® bleacher covering system, subject to the limitations and conditions listed below, to be free of defects in materials or workmanship that, in the course of normal and proper use, result in flaking, peeling, corroding, blistering or abnormal discoloration. We will, at its option, repair, replace (excluding the cost of shipping or labor charges or other expenses of any kind associated with the installation or removal of the original or replacement product) the bleacher covering system component(s) found defective by us as follows: 100% in year 1, 70% in year 2, 40% in year 3 and 10% in year 4 and 5. We shall not have any warranty obligations after the end of the 5th year from the date of purchase. For the purposes of this warranty, "date of purchase" shall be the date that the product is shipped from manufacturer. This warranty shall be void if the product has not been paid for in full.

Limitations

This warranty does not provide protection against any failure, defect or damage caused by situations, conditions or events beyond the control of manufacturer, including, but not limited to:

- Misuse, abuse, neglect or improper handling or storage
- Improper installation or installation not in strict adherence to our written instructions
- Use of accessories that do not properly receive and/or secure our products
- Impact of foreign objects, fire, earthquake, lightning, hail, hurricane, tornado or other casualty or act of God
- Movement, distortion, collapse or settling of the ground or structure on which the our product is installed
- Negligence in or failure to provide reasonable and necessary maintenance to prevent an accumulation of surface dirt, chalk, staining or mildew, or damage resulting from the use of harmful cleaning compounds. (Please see care and cleaning below).
- Use of or connection with any non-our products.

In no event shall our responsibility under this warranty exceed the amount of the product's original purchase price.

This warranty shall only extend to product in the stocking colors listed on our color chart. This warranty shall not apply to the color Black when used outdoors, or any special order colors unless we agree in writing.

The color of replacement product may be different from the color of remaining installed our product. This warranty does not cover, nor is our responsible for color differences between replacement product and remaining installed product.

We reserve the right to discontinue, modify or make changes in its products. If products covered by this warranty are not available, we have the option to substitute products of equal quality and value.

Exposure to sunlight and the extremes of weather and temperature (normal weathering) will cause any colored surface to gradually fade, change color, darken, or chalk. The degree to which this occurs may be affected by air quality, the geographic location of the property or other local conditions over which manufacturer has no control. Fading and color change of the product due to normal weathering are to be expected and does not constitute "abnormal discoloration". Manufacturer shall have the sole discretion to determine, based upon reasonable criteria, whether the product is suffering from abnormal discoloration.

Claim Procedure

The original owner must give prompt notice of any defect to obtain service under this warranty. Notice of the defect must be mailed to The remedies under this warranty, if applicable, shall be provided within a reasonable time after our receipt of such notice. Proof of purchase showing the date of purchase such as sales receipt or other purchase document is required when requesting warranty service. Failure to provide satisfactory proof of purchase will void coverage under this warranty.

Other Conditions

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY EXPRESS OR IMPLIED WARRANTY NOT PROVIDED HEREIN, AND ANY REMEDY FOR BREACH OF CONTRACT, TORT OR OTHERWISE WHICH, BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, IS HEREBY EXCLUDED AND DISCLAIMED. WE SHALL NOT BE LIABLE FOR INCONVENIENCE, LABOR, LOSS OF TIME, OR OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSSES ARISING IN RELATION TO THE PURCHASE OR USE OF OUR PRODUCTS AND REGARDLESS OF WHETHER ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE DEEMED APPLICABLE BY LAW TO OUR PRODUCTS SHALL BE LIMITED IN DURATION TO THE ORIGINAL PURCHASE FOR A PERIOD OF FIVE YEARS. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

CARE AND CLEANING

IT IS NECESSARY TO PREVENT AN ACCUMULATION OF SURFACE DIRT. WITH OUTDOOR APPLICATIONS, OCCASIONAL POWERWASHING IS RECOMMENDED. WHEN STAINS ARE APPARENT, THESE CAN BE REMOVED USING STANDARD HOUSEHOLD SPRAY CLEANERS SUCH AS GLASS PLUS OR FANTASTIK. FOR HEAVIER STAINS, USE SOFT SCRUB (WITHOUT BLEACH) AND A DAMP CLOTH. NEVER USE HARMFUL COMPOUNDS SUCH AS ACETONE OR ABRASIVE PADS SUCH AS STEEL WOOL.

This is a "limited warranty" within the meaning of the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state.