

## STANDARD ROLLER SHADES LIMITED WARRANTY

### 1. General Warranty.

Subject to the terms, conditions, limitations and exclusions contained in this Warranty, VFF warrants to the Purchaser of Covered Product(s) from VFF that such Covered Product(s) will at the time of shipment by VFF to Purchaser be free from defects in manufacturing.

### 2. Certain Defined Terms.

“Approved Warranty Claim” means a claim under this Warranty (a) that VFF has determined is valid (i.e., that such claim is within the scope of this Warranty and is not subject to any exclusions, limitations or conditions contained elsewhere in this Warranty), (b) that has been timely made within the Warranty Period in accordance with Section 4 below and (c) for which Purchaser has otherwise complied with its obligations under this Warranty,

“Covered Product(s)” means the fabric roller shades sold by VFF directly to the Purchaser. “Purchaser” means the person or entity who directly purchases the Covered Product(s) from VFF (as evidenced by the order acknowledgment or purchase invoice generated by VFF), and not any other person or entity who subsequently purchases, acquires, uses, leases, possesses or otherwise deals in respect of such Covered Product(s).

“VFF” means Valley Forge Fabrics, Inc., a Florida corporation. “Warranty” means this Standard Roller Shades Limited Warranty.

“Warranty Commencement Date” means the date that VFF ships the Covered Product contained in the Purchaser’s applicable purchase order, invoice, order acknowledgment or similar documentation, whether such Covered Product is shipped by VFF to Purchaser or to another person, entity, designee or destination. “Warranty Period” means the five (5) year period beginning on the Warranty Commencement Date on the manual mechanism and five (5) year warranty period on battery-operated mechanism. One (1) year period on the shade cloth/fabric.

### 3. Warranty Period.

This Warranty shall remain in full force and effect during the Warranty Period. This Warranty will not cover any claims made by Purchaser after the expiration of the Warranty Period.

### 4. Warranty Claims and Process.

Purchaser must submit any claims under this Warranty in writing to Valley Forge Fabrics, Inc., 1650 West McNab Road, Fort Lauderdale, FL 33309 (email: kmcwade@valleyforge.com). All claims must be in writing and contain the following: (1) the name of Purchaser; (2) the name and description of the Covered Product in respect of which the claim is being made; (3) the date of purchase of the Covered Product from VFF (along with the applicable invoice or order acknowledgment issued by VFF in respect of such purchase); (4) a detailed description of the manufacturing defect claimed by Purchaser; (5) a detailed description of any damage Purchaser claims has occurred to the Covered Product as a result of the claimed manufacturing defect; and (6) photographs of the Covered Product in respect of which the warranty claim is being made evidencing the damage described in clauses (4) and (5).

Any claim under this Warranty that does not contain all of the items described in the prior paragraph or is received by VFF after the Warranty Period has expired will not be valid or honored under this Warranty. VFF will have the right to inspect or perform an investigation in respect of any Covered Product for which Purchaser is making a claim under this Warranty. To that end, Purchaser will cooperate with VFF in any such inspection and/or investigation. Without limiting the foregoing, Purchaser will provide VFF or its representatives with physical access to Purchaser’s facilities where the Covered Product is located, will provide VFF, at Purchaser’s cost and expense, with the

Covered Product upon request and will accurately and timely comply with VFF's requests and inquiries in connection with such inspection or investigation. Purchaser's failure to comply or assist with VFF's inspection and/or investigation as described in this paragraph will result in the applicable claim being invalid and not honored under this Warranty.

**VFF will, in its reasonable discretion, solely make all determinations as to whether a claim by Purchaser under this Warranty is valid or whether such claim is invalid, limited by the terms of this Warranty (including, without limitation, by reason of the exclusions below), voided by the terms of this Warranty or otherwise affected by reason of the terms of this Warranty. Any and all determinations made by VFF in respect of claims under this Warranty shall be final and binding on Purchaser (unless Purchaser demonstrates that VFF has engaged in intentional and willful misconduct in respect of such determinations).**

#### **5. Warranty Remedies.**

In the case of an Approved Warranty Claim, VFF will determine whether any replacement part(s) is needed to repair the Covered Product or whether the entire Covered Product needs to be replaced. If VFF determines that any replacement part(s) is needed to repair the Covered Product, VFF will provide Purchaser with such replacement part(s). If VFF determines that the entire Covered Product needs to be replaced, VFF will replace the Covered Product with a fabric roller shade being sold by VFF at the time of the Approved Warranty Claim which, in VFF's sole discretion, is most similar to such Covered Product. For all Approved Warranty Claims, Purchaser is responsible for arranging and paying for picking up, delivery of and/or installation of any replacement part(s) or Covered Product provided by VFF.

Recovery under this Warranty is expressly limited to the prior paragraph of this Section 5, subject to the terms, conditions, limitations and exclusions contained in this Warranty. Without limiting the foregoing, no other costs, expenses or damages (including, without limitation, consequential, lost profit, punitive, extraordinary, incidental, special, indirect or other costs, expenses or damages) are covered by or recoverable under this Warranty.

Additionally, all shipping, transportation, installation, removal and labor costs related to, in respect of or arising out of a Covered Product or an Approved Warranty Claim are expressly excluded from, and not covered by or recoverable under, this Warranty.

If multiple Covered Products are in the same room as the Covered Product which is the subject of the Approved Warranty Claim, only the Covered Product which is the subject of the Approved Warranty Claim will be entitled to replacement part(s) or a replacement Covered Product in accordance with this Section 5 (and not the other Covered Products in the same room).

Any and all determinations made by VFF under this Section 5 shall be final and binding on Purchaser (unless Purchaser demonstrates that VFF has engaged in intentional and willful misconduct in respect of such determinations).

#### **6. Exclusions and Limitation.**

Notwithstanding anything to the contrary contained in this Warranty, (i) the damages, losses, failures, costs and/or expenses set forth in this Section 6 will not be covered under this Warranty and (ii) any damages, losses, failures, costs and/or expenses resulting from or attributable to any of the following conditions, occurrences, actions or

inactions set forth in this Section 6 will not be covered under this Warranty:

- (a)** Transporting, installing, handling and/or moving the Covered Product;
- (b)** Negligence, improper maintenance and/or improper storage of or in respect of the Covered Product;
- (c)** Any accident, misuse, abuse, impact, force, or alteration of, to, in respect of and/or involving the Covered Product, whether prior to or subsequent to installation;
- (d)** Operation of the Covered Product in a manner contrary to design or use in a manner contrary to or in excess of VFF's specifications, drawings or instructions;
- (e)** Using the Covered Product other than for its intended use;
- (f)** Using electrical accessories or parts (including, without limitation, switches, relays or other components) with the Covered Product that are not expressly and specifically approved in writing by VFF;
- (g)** Failure to fully comply with all of VFF's written instructions and specifications;
- (h)** Improper cleaning, care or repair of the Covered Product;
- (i)** Damage to the Covered Product from pets, insects or other animals;
- (j)** Ordinary wear and tear to the Covered Product and/or any fraying of fabric on the edges or elsewhere on any Covered Product;
- (k)** Excessive electrical supply;
- (l)** The Covered Product coming into contact with food or any liquids;
- (m)** Disassembly, repair, service or modification of the Covered Product (i) not specifically approved by VFF in writing and (ii) not performed by providers specifically approved by VFF in writing;
- (n)** Any of the following conditions, defects or losses of the Covered Product: loss of color intensity; fading of color; color shifts; pleating; yellowing or cracking; any variation in color, grain, or texture; and/or warping;
- (o)** Any loss, damage, failure, defect or intellectual property infringement of, to, in respect of and/or involving any artwork or images used on a Covered Product (and VFF hereby disclaims any representation or warranty with respect to the proper use of or lack of intellectual property infringement of any such artwork or images used on a Covered Product);
- (p)** Any damage to or defect in a bead chain on any Covered Product and any loss caused by any such damage or defect;
- (q)** Any damage to or defect in the cord or any loss caused by such damage or defect;
- (r)** Installation, use and/or combination of the Covered Product with third-party products;
- (s)** Buyer's remorse in purchasing the Covered Product;



- (t) Any outdoor use of the Covered Product or any environmental condition; or the Covered Product coming into contact with any liquid, water, rain, body fluid, salt air, extreme humidity or heat, perspiration, sand, dirt or similar items;
- (u) Use of cigarettes, cigars, other smoking devices, lighters, fire, matches, flames or other fire or flammable inducing mechanism anywhere in the vicinity of the Covered Product;
- (v) Any illegal activity; and/or
- (w) Any external causes (including, without limitation, an act of God, natural disaster, terrorism, national emergency, war, civil unrest, labor dispute, strike, flood, lightning, severe weather, shortage of materials, failure or fluctuations in public utilities, common carrier, telecommunication, data, network or internet service, or third party non-performance).

Additionally, this Warranty does not apply to (and shall be void with respect to) any Covered Product (1) on which the original identification information has been altered, obliterated or removed or (2) which has been resold or is second-hand.

#### **7. Cord Warnings and Safety Precautions.**

If the Covered Product is to be installed in any location accessible to children, Purchaser must take appropriate safety precautions to avoid accidents, injuries and/or choking. This may require purchase of additional equipment, parts and/or services. Please contact a certified expert in the child safety field for advice and installation services. VFF may include a cord tension device with bead chain clutch shades and strongly recommends that Purchaser not install any Covered Products near cribs, play pens or play areas. VFF hereby disclaims any and all responsibility, liability and obligation for any accidents, injuries and/or choking from or related to a Covered Product.

#### **8. Other Terms and Conditions.**

Purchaser acknowledges and agrees that the Covered Products may deviate from what is seen online and/or what is seen in memo samples or other promotional materials. Any such deviation or inconsistency is not a recoverable claim, whether under this Warranty or otherwise.

Absent a written agreement signed by an authorized executive officer of VFF expressly stating otherwise, this Warranty is the sole, exclusive and entire representation, covenant, warranty, guaranty and similar assurance made by VFF in respect of the Covered Products purchased by Purchaser from VFF, and all other representations, covenants, warranties, guaranties and similar assurances, whether express, implied, statutory or otherwise (including, without limitation, those arising out of a course of dealing or trade, as to merchantability or as to fitness for a particular purpose), are expressly and voluntarily disclaimed and waived by Purchaser. The express terms of this Warranty are the sole and exclusive terms of this Warranty, and no other terms, conditions or provisions relating to this Warranty shall be binding on VFF.

This Warranty may not be amended, modified or waived on behalf of VFF unless the amendment, modification or waiver is in writing and signed by an authorized executive officer of VFF.

This Warranty is for the sole and exclusive benefit of Purchaser, and may not be assigned or transferred by Purchaser without the prior written consent signed by an authorized executive officer of VFF, and any attempted assignment or transfer without such prior written consent shall void this Warranty.



This Warranty shall be construed in accordance with and governed by the laws of the State of Florida, without regard to the choice of law principles thereof.

VFF and Purchaser acknowledge, agree and consent to (and waive all objections in connection with) the following: Any suit, action or proceeding with respect to, in connection with, or arising out of this Warranty (a) shall be subject to the exclusive jurisdiction of the Federal and State courts located in Broward County, Florida, and (b) shall be heard in a trial without a jury. If any suit, action or proceeding at law or in equity is necessary to enforce or interpret the terms of this Warranty, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.