

"Blinds and shades between the glass."

## Limited Commercial Product Warranty

**WARRANTY:** Subject to the conditions, exclusions and limitations stated herein, Grand View Entries, LLC (GVE) warrants to the original purchaser of products manufactured by GVE (Product) that the Product is free from material or workmanship defect that render the Product unfit for their normal and recommended use; provided that purchaser is not a "consumer" or the Product is not a "consumer product," both as defined in 15 U.S.C. § 2301. The warranty applies only to Product purchased from approved GVE dealers. Warranties are not transferable. Note: Product is handcrafted using traditional components using art and handmade components. Variation from print and online representations (color, grain, texture, etc.) is not considered a defect.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

**DURATION:** The warranty commences on the date of purchase. The warranty expires on following anniversary date of purchase. If the original purchaser purchased the Product for its own use, then the warranty also expires when the original purchaser no longer owns the Product.

- 10 years operation or seal failure of the following Product or components: insulated glass units, dual glazed and triple glazed that include inside decorative glass, wrought iron, blind and shade operator, and raise and lower aluminum mini-blinds or pleated fabric café shades
- 3 years outside blind and shade operator
- 1 year urround frames, whether injection molded or extruded
- 1 year all other warranties, express or implied

Note: Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

**EXCLUSIONS:** The warranty does not cover, and will be void, in the following circumstances:

- Exposure to temperatures greater than 220° Fahrenheit or 104° Celsius
- Defect or damage arising out of shipment by common carriers, private transportation or any other means of transportation.
- Defect or damage arising out of improper handling, cleaning or maintenance, defective or improper glazing, installation and/or finishing. Note: It is extremely important to keep the area under the magnetic operator free of obstruction and clean so blinds and shades operate smoothly.
- Installation or exposure to high heat conditions (including conditions raising ambient temperature, such as installation behind a storm door or painted a dark color), high moisture conditions, high vibration, extreme or rapid temperature change or slope glazing.

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EXCLUSIONS: (Continued)

- Accidents, acts of God, intentional human acts, misuse, abuse or any circumstances beyond the control of GVE.
- Customer has not fully paid for the product.
- Product uninstalled from original installation and reinstalled in another structure or location.

**INSPECTION and DISCOVERY:** Purchaser is responsible for filing all carrier claims for loss, damage or breakage in transit, including concealed damage. Purchaser must inspect shipments and make warranty claims for damage occurring during shipment within 48 hours of receipt of Product. Purchaser must confirm quantity of Product received and notify carrier and GVE within 48 hours of receipt of Product. Claims not timely made are deemed waived.

**CLAIM PROCEDURE:** All warranty claims must be submitted before the warranty expires, and may be submitted by email to warranty@gventries.com or by mail to: 6164 River Crest Drive, Riverside, CA 92507. Claims must include the following information:

- Dealer name and location
- Copy of original invoice or receipt from dealer or other evidence of purchase
- Description of claim issue
- Photo(s) showing defect(s)
- If refund is requested, invoice, receipt or other evidence of actual purchase price paid

GVE may inspect the Product subject to a warranty claim. GVE may require return of the Product to GVE, in which case GVE will reimburse or arrange for removal and shipping. GVE may require destruction of the defective Product as a condition to performing the warranty.

**LIMITATIONS ON REMEDIES:** In no event will GVE be liable for incidental or consequential damages, whether based on breach of express or implied warranty, breach of contract, negligence, strict liability or any other legal theory.

Note: Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Repair, replacement and refund (credit) are the exclusive remedies for breach of warranty. Upon receiving a valid warranty claim, GVE will at its option either (A) repair the Product (B) provide a replacement Product or a part or component of like kind and design or (C) provide for credit on future purchases of Product. The credit is limited to an amount not exceeding the wholesale value of the Product at the time of sale or at the time of claim, whichever is less. Labor, shipping, removal, reinstallation, repair or other charges incurred or claimed by the customer are the responsibility of the customer. The warranty on repaired or replaced Product will run for the balance of the warranty applicable to the original defective Product.

Replacement units and components are F.O.B. GVE plant, Riverside, CA.

Warranty claims may not be used to delay or reduce any other customer payment obligations.

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**DISCLAIMER of WARRANTY:** GVE makes no other warranties, expressed or implied, statutory or otherwise with respect to the Product (or any replacement product(s)). GVE specifically disclaims any warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. No warranty may arise, and this warranty may not be modified, by course of by dealing, course of performance or usage of trade. Unless modified in writing and signed by GVE and the customer, this warranty is the complete and exclusive warranty related to the Product and it supersedes any and all previous warranties or agreements. There are no warranties which extend beyond the description on the face hereof. No employee of GVE and no GVE dealer is authorized to make any warranty in addition to this warranty or to modify this warranty.

**ARBITRATION:** Any dispute, claim or controversy arising out of or relating to this Warranty or its breach, termination, enforcement, interpretation or validity, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Riverside, California before a single, neutral arbitrator. The arbitration shall be administered by JAMS pursuant to its rules. Judgment on the award may be entered in any court having jurisdiction. This paragraph shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

**GOVERNING LAW:** This warranty and all claims are governed by the law of the state of California, excluding principles of conflicts of laws. In the absence of or in aid of arbitration, any litigation regarding a warranty claim shall take place in an appropriate state or federal court located in Riverside, CA.

"Thank You For Your Purchase of Grand View Entries Products"

Grand View Entries 6164 River Crest Drive Riverside, CA 92507

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