



## LIMITED WARRANTY AND RETURN POLICY

### YOUR PURCHASE IS COVERED

The quality of Draper FlexShades® is unmatched. We're so sure that your window shades will look great and work well (and continue to do so) that we are offering a 25-year limited warranty on most interior shade products.

We just don't think you'll need it.

- **Draper, Inc. warrants that its products are free from defects in material and workmanship for the following specified warranty periods:**

**For Draper's interior shading products:**

- 25 years for most Draper FlexShade interior window shade hardware and fabrics (excluding PVC-free fabrics, clear vinyl, insect screens and the spring assist mechanism).
- 10 years for the Draper Techmatic, the Draper Spring Roller Window Shade, Draper FlexShade ZIP™, Skylight FlexShades, LightBloc FlexShade Zip, Bottom Up FlexShades hardware and fabrics (excluding PVC-free fabrics, clear vinyl and insect screens), and the spring assist mechanism used in any Draper window treatment product.
- 5 years for electronic accessories and motors for the above products, and all PVC-free fabrics and insect screens (excluding clear vinyl).
- 1 year for the Draper Custom Tension System, the Draper FlexLouver Rack Arm System and the Draper FlexWave Light Shelf and shading products from global partners and distributed by Draper.

**For Draper's exterior shading products:**

- 10 years on hardware for most Draper Exterior FlexShade models and Draper FlexShade ZIP™.
- 5 years on electronic accessories and motors, fabric and insect screens (excluding clear vinyl) and hardware finish.
- 1 year for the Draper Custom Tension System, the Draper FlexLouver Rack Arm System and shading products from global partners and distributed by Draper.

For more details, please contact Draper or visit our website at [draperinc.com/go/FlexShadeWarranty.htm](http://draperinc.com/go/FlexShadeWarranty.htm) | 765.987.7999 | 800.238.7999.



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### Limited Warranty

Draper, Inc. ("**Draper**") warrants (this "**Limited Warranty**") to the End User (the "**End User**") that its products are free from defects in material and workmanship (except as provided below) for the specified warranty periods (each, a "**Warranty Period**") provided below, which Warranty Periods begin on the date of shipment. This Limited Warranty is limited to the project for which the product was originally purchased.

For Draper's interior line of window treatment products incorporating fabric specified in the bullets below:

- **25 years** for the mounting hardware, headbox, clutch, fascia and shade fabric (excluding PVC free fabrics, fabric with battens, clear vinyl and insect screens) for the Draper Manual FlexShade product line, the Draper Motorized FlexShade product line, the Draper FlexShade 2 product line, the Draper Manual Lightbloc FlexShade, the Draper Motorized Lightbloc FlexShade, the Draper Skylight FlexShade product line (standard, 2, and 3), the Draper Crank Operated FlexShade, the Draper FlexShade XD, the Draper Bottom-Up FlexShade product line and the Draper Colossal FlexShade,
- **10 years** for the mounting hardware, headbox, clutch, fascia and shade fabric (excluding PVC-free fabrics, fabric with battens, clear vinyl, and insect screens) for the Draper Techmatic, Draper Spring Roller Window Shade, and the Draper FlexShade Zip
- **5 years** for the controls, electronic accessories and motors for the above products,
- **5 years** for PVC free fabrics, insect screens, and fabric with battens (excluding clear vinyl) for the Draper Manual FlexShade product line, the Draper Motorized FlexShade product line, the Draper FlexShade 2 product line, the Draper Manual Lightbloc FlexShade, the Draper Motorized Lightbloc FlexShade, the Draper Skylight FlexShade product line (standard, 2, and 3), the Draper Crank Operated FlexShade, the Draper FlexShade XD, the Draper Bottom-Up FlexShade product line, the Draper Techmatic Window Shade, the Draper Spring Roller Window Shade and the Draper Colossal FlexShade, and
- **1 year** for the Draper Custom Tension System

For Draper's interior line of window treatment products not incorporating fabrics specified in the above section:

- **1 year** for the Draper FlexLouver Rack Arm System and the Draper FlexWave Light Shelf
- **1 year** for interior products distributed, not manufactured, by Draper.

For Draper's Spring assist mechanism:

- **10 years** for the spring assist mechanism used in any Draper window treatment product, including, but not limited to, the Draper Bottom-Up FlexShade product line, the Draper Manual FlexShade and the Draper Manual FlexShade XD

For Draper's **exterior line** of window treatment products:

- **10 years** for the mounting hardware, headbox, clutch, fascia, electronic accessories and motors for the Draper Exterior FlexShade product line, Draper FlexShade Zip and
- **5 years** for the mounting hardware, headbox, clutch, fascia, shade fabric (excluding clear vinyl), insect screens, controls, electronic accessories, hardware finish, and the Draper Custom Tension System
- **1 year** for exterior products distributed, not manufactured, by Draper

This Limited Warranty extends only to the original End User, and is not transferable to a third party. This Limited Warranty is applicable to products that are repaired or replaced for the balance of the Warranty Period or for ninety (90) days from the date the product is repaired or replaced, whichever is longer.

If a product breaches this Limited Warranty, the End User may make a claim on this Limited Warranty in accordance with the Claims Procedures, as set forth below, within a reasonable time after the End User discovers the defect. Subject to the conditions and limitations set forth below (the "**Excluded Items**"), Draper, through a Draper Authorized Dealer (a "**Dealer**") will, at its discretion, either repair or replace any part of the product that proves defective by reason of improper workmanship or materials.

No person, including any sales representative or other employee or agent of Draper, has the authority to (a) bind Draper to any warranty, representation or remedy except those expressly set forth herein or (b) modify, change, vary or increase this warranty or any remedy set forth herein.

DRAPER'S TOTAL LIABILITY UNDER THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS LIMITED TO REPAIR, REPLACEMENT OR REFUND. REPAIR, REPLACEMENT OR REFUND ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL DRAPER BE LIABLE FOR ANY BACKCHARGES OR FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER RESULTING FROM THE PURCHASE, USE, MISUSE, INABILITY TO USE OR INABILITY TO INSTALL THE PRODUCT OR FROM DEFECTS IN THE PRODUCT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

**THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY GIVEN BY DRAPER FOR THE PRODUCT AND IS IN LIEU OF ALL OTHER WARRANTIES. DRAPER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. THIS WARRANTY SUPERSEDES ALL OTHER WARRANTIES, INCLUDING ANY WARRANTIES BASED ON ORAL REPRESENTATIONS.**

THIS LIMITED WARRANTY GIVES THE END USER SPECIFIC LEGAL RIGHTS, AND THE END USER MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

#### **Excluded Items**

**THIS LIMITED WARRANTY DOES NOT COVER DEFECTS CAUSED BY** negligence; improper maintenance; improper storage; improper wiring; accident; misuse; installation not in accordance with Draper's printed installation instructions; abuse; impact or other force, whether prior or subsequent to installation; operation in a manner contrary to design or use in a manner contrary to or in excess of Draper's specifications, drawings or instruction; application other than intended use; use with electrical accessories or parts, including switches, relays or other accessory components not previously approved in writing by Draper; failure to comply with all of Draper's written instructions and specifications; improper cleaning, maintenance, care or repair; normal wear and tear; fire, lightning, tornadoes or other acts of God; excessive electrical supply; contact with food; abnormal mechanical or environmental conditions; unauthorized disassembly, repair or modification; service by unauthorized provider; installation of unapproved third party products; buyer's remorse. This Warranty also does not apply to any product on which the original identification information has been altered, obliterated or removed, or which has been sold as second-hand.

**IN ADDITION, WITH RESPECT TO DRAPER'S INTERIOR LINE OF FLEXSHADE PRODUCTS, THIS LIMITED WARRANTY DOES NOT COVER DEFECTS CAUSED BY** use for non-interior applications or exposure to outdoor environmental conditions; contact with liquid, water, rain, extreme humidity or heavy perspiration, sand, dirt or the like or extreme heat.

This Warranty does not apply to any defects or damage caused by, arising out of or related to the installation of the product. **Because Draper is not responsible or liable for the installation of the product, the End User should contact the Dealer from which the End User originally purchased the product in the event of a claim related to installation.**

Draper does not warrant any images or artwork reproduced, printed or placed on shade cloth by Draper or any other imaging supplier. Draper is not responsible or liable for fading, discoloration, color shifts or any other failure or defect in such images or artwork.

Draper does not warrant bead chains on any of its products.

Draper does not warrant against freight damage, concealed or otherwise.

### **Claims Procedure**

To make a valid and proper claim under this Limited Warranty, the End User **must notify the Dealer from which it purchased the product within the applicable Warranty Period.** The Dealer will then work directly with Draper to process the warranty claim. Draper will take those steps it determines to be reasonable and necessary, including inspection of the product, to determine whether the product is defective by reason of improper workmanship or materials. If, in its sole discretion, Draper determines that the product is defective by reason of improper workmanship or materials, Draper will replace or repair the product. **The End User shall not return the product unless requested to do so by the Dealer and/or Draper.**

### **Governing Law; Dispute Resolution**

This Limited Warranty and the rights contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Indiana, without regard to its choice or conflict of law principles. Any legal action arising under or relating to Limited Warranty shall be settled by binding arbitration in the State of Indiana, unless otherwise agreed by Draper and the warranty holder. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs and expenses but not attorneys' fees. Each party shall bear its own attorneys' fees in connection with any such arbitration. Any such arbitration shall be conducted by an arbitrator experienced in window treatments or with legal experience required for such arbitration and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be enforced by a court of competent jurisdiction. All arbitration costs shall be shared by the parties unless otherwise ordered by the arbitrator.

### **Effective Date; Amendment**

This Limited Warranty shall be effective as of July 31, 2017 and shall only apply to products purchased on or after such date.

Draper reserves the right to amend, modify or withdraw this Limited Warranty or any provisions herein at any time without notice to any party. Any such amendment, modification or withdrawal will not affect any product purchased prior to the date of such amendment, modification or withdrawal.