



**WARRANTY FOR SHELTER-RITE® ARCHITECTURAL FABRICS  
WITH SOLUTION APPLIED TOP FINISHES (ACRYLIC, PVDF)**

To the extent, in the manner and subject to the provisions hereinafter set forth, Seaman Corporation warrants Shelter-Rite® architectural styles 9032, 8028, 8424, and 9319 at time of delivery to be in accordance with its published specifications and free from material defects in components and workmanship which would affect performance. Further, to the extent and in the manner described below, Seaman Corporation warrants these fabrics to retain not less than 70% of the published tensile strength (ASTM D-751 Cut Strip Method) for the life of the warranty.

The obligation of Seaman Corporation under this Warranty shall be and is limited to, at its option, repair or replacement, to the extent and for the time period stated below, of any fabric which proves defective within the applicable warranty period under normal use and service as described herein. Seaman Corporation shall in no event be responsible for the cost of labor or other charges of or incurred by the customer in removing, handling and/or reapplying fabric or in returning fabric to Seaman Corporation for repair or replacement. At all times, Seaman Corporation shall have the sole right and option to determine whether to repair or replace defective fabric. No returns shall be made without prior written consent of Seaman Corporation.

Should defects as aforesaid occur within a period following the date of delivery to the customer of, in the case of Grade A architectural fabric style 9032, ten years; style 8028, ten years; style 8424, five years; and style 9319, five years on colors DC-6 White, DC-24 Green, DC-46 Royal Blue, DC-128 Sandstone,

DC-137 White, and these colors in opaque materials; Seaman Corporation will assume the below-listed respective percentages of the repair or replacement cost thereof, based upon the current selling price of the material at the time of replacement, provided the customer must pay the remaining portion of such cost:

**PERCENT SEAMAN CORPORATION LIABILITY**

<b>Defect Occurring in</b>	<b>Style 9032</b>	<b>Style 8028</b>	<b>Style 8424</b>	<b>Style 9319</b>
1 <sup>st</sup> year	100%	100%	100%	100%
2 <sup>nd</sup> year	80%	80%	68%	68%
3 <sup>rd</sup> year	64%	64%	41%	41%
4 <sup>th</sup> year	51%	51%	20%	20%
5 <sup>th</sup> year	41%	41%	8%	8%
6 <sup>th</sup> year	33%	33%		
7 <sup>th</sup> year	26%	26%		
8 <sup>th</sup> year	20%	20%		
9 <sup>th</sup> year	14%	14%		
10 <sup>th</sup> year	8%	8%		

The foregoing warranty shall be void and of no effect whatever in the event the fabric shall have been exposed to harmful chemicals, abused by machinery, equipment or any persons, shall have been exposed to excessive pressures or sources, shall have been caused by abnormal weather conditions, acts of God, falling objects, explosions, fire, riots, civil commotion, external forces, faulty or inadequate installation, acts of war, radiation, harmful fumes or foreign substances in the atmosphere, floods or use in architectural structures not in accordance with accepted engineering standards.

***The information on the second page is an integral part of this warranty***



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As a condition to the effectiveness and operation of this Warranty, the customer shall notify Seaman Corporation, prior to purchasing the material, of any unusual application, such as chemical exposure, harsh environmental exposure, etc. that the architectural fabrics will be used in and receive a written confirmation from Seaman Corporation that the Warranty will be in effect. Customers purchasing a customer color or special architectural fabric should request from Seaman Corporation a written notification as to whether the special material is covered by the terms and conditions of this Warranty, prior to purchasing the material.

To assure that Seaman Corporation technical representatives can determine the cause of any alleged defect and take appropriate steps for timely corrective measures, any claim for breach of warranty hereunder shall be made and presented to Seaman Corporation in writing within a period of 30 days following the discovery of the alleged defect, failing which the foregoing warranty shall be void and of no effect whatever. Furthermore, Seaman Corporation shall be entitled to inspect the fabric at any time during the lifetime of the foregoing warranty upon reasonable notice to the customer, it being understood that said warranty shall be invalid and of no effect in the event Seaman Corporation shall be denied the aforesaid right of inspection.

**EXCLUSION OF OTHER WARRANTIES.** EXCEPT FOR THE ABOVE EXPRESS WARRANTY, THERE ARE NO OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE,

APPLICABLE TO THE FABRIC COVERED HEREBY. Corrections of non-conformities and defects in the manner and for the period of time provided above shall constitute fulfillment of all liabilities of Seaman Corporation to the customer, whether based on contract, negligence or otherwise with respect to or arising out of such fabric. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY SALES REPRESENTATIVE, DEALER, AGENT OR ANY PERSON SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE EXPRESS WARRANTY OR ANY OTHER TERM HEREOF.

**LIABILITY LIMITATION.** Seaman Corporation shall not be liable in contract or in tort (including negligence) for loss of profits or revenue, loss of use of equipment or facilities, cost of capital, or for any special, indirect, incidental or consequential damages of any nature resulting from or in any manner relating to the fabric covered hereby, its design, use, any inability to use the same or any delay in delivery of the same, it being understood and agreed that the sole and exclusive remedy with respect to defective merchandise shall be the repair, correction or replacement thereof pursuant to the foregoing provisions. Should the fabric prove so defective, however as to preclude the remedying of warranted defects by repair or replacement, the customer's sole and exclusive remedy shall be the refund of the purchase price of the fabric, or part thereof which is defective, upon its return to Seaman Corporation.

Warranty effective for fabric manufactured after July 1, 2001.  
Shelter-Rite® is a registered trademark of Seaman Corporation.