

# **HORIZONS MOVABLE ARCHES**



## **Residential 3-Year Warranty**

AVG offers its residential customers a 3 - Year Warranty on all Horizon Custom Arch window coverings. This warranty covers failures caused by frame product defects and improper fabrication which may occur during the lifetime of the product. Insert materials (all materials and products mounted inside the framework) are warranted against original defects in materials or workmanship for a period of three (3) years from the date of purchase. Coverage is excluded for those failures which arise from any physical or chemical abuse, improper maintenance, commercial applications, exterior applications, non-climate controlled applications, excessive heat, excessive humidity (shower or sauna areas are examples), improper installation or location of the product in improper areas in violation of limitations and guidelines as set forth by AVG. Normal wear and tear, color fading and caulking failures from sunlight are not covered under the warranty.

This non-transferable warranty is available only to the original owner of a single-family residence in which the product is originally installed or, in the case of a newly constructed single-family residence, to the first owner acquiring the residence from the builder thereof with the product already installed. The warranty does not, however, cover any product that has been removed or relocated from its original place of installation.

## **Specific Rights**

AVG's obligation under this warranty is limited solely to the repair or replacement

of the failed product. Such repair or replacement, however, shall not include the performance of any other repairs or modifications that may be necessary to achieve the actual repair or replacement of the failed product (such as, for example, disassembly, reassembly or reinstallation, painting, staining etc) – such other work, repairs and/or modifications shall be the responsibility of the customer. If AVG determines the likelihood of failure recurrence to be high, AVG retains the option to refund the original purchase price for the fabricated product, paid by the customer to AVG in full and final satisfaction of its warranty obligation hereunder.

Except to the extent expressly stated herein or otherwise required by applicable law, AVG disclaims all warranties and representations, expressed or implied, statutory or otherwise, including, without limitation, any implied or express warranties of merchantability or fitness for a particular purpose, and shall not be responsible or liable, in either contract or tort, for any loss, including, without limitation, direct, indirect, special, consequential, or incidental damages, arising out of the use of, the inability to use, or delays in installation of or repairs to, the window covering products provided or to be provided by AVG. However, because some states may not allow the exclusion or limitation of incidental or consequential damages, the foregoing limitations or exclusions may not be applicable.

These warranties give the customer specific legal rights. Other rights may be available under applicable laws which may vary from state to state.

*\*Effective July 1, 2009*