



EcoFabrix Warranty

This limited EcoFabrix Warranty (“**Warranty**”) applies to those fabric products (“**EcoFabrix fabric**”) supplied and distributed by Windowcraft, Inc. d/b/a EcoFabrix, a New York corporation having its principal place of business at 77 Second Ave, Garden City Park, New York 11040 (“**EcoFabrix**”).

What This Warranty Covers: This Warranty covers the EcoFabrix fabric style numbers identified below:

250	351	450
251	353	453
253	355	455
255	363	740
315	441	772

Who This Warranty Protects: This Warranty protects only the original purchaser of EcoFabrix fabric from EcoFabrix. If you have purchased EcoFabrix fabric through any other party, including a window shade dealer, window shade manufacturer, window shade reseller or window shade installer, you must contact that party in order to make a claim under this Warranty.

What This Warranty Protects Against: EcoFabrix fabrics covered under this Warranty will be free from defects in materials and workmanship and will maintain their functionality under normal conditions of use and treatment, provided that the EcoFabrix fabric has remained in its original installed location for a period of five (5) years after the date of purchase.

How To Make A Claim: If you are the original purchaser of EcoFabrix fabric from EcoFabrix, defective EcoFabrix fabrics must be reported to EcoFabrix immediately and in writing. Defective EcoFabrix fabrics must be returned to EcoFabrix for inspection of the fabric for abnormal wear, damage and/or improper use. This Warranty does not cover the costs of labor, dismantling the fabric from hardware or other installation, reassembly of replacement fabric onto hardware or other installation, transport or shipping, loss of time or inconvenience.

If EcoFabrix fabric has been purchased through any other party, including a window shade dealer, window shade manufacturer, window shade reseller or window shade installer, you must contact that party in order to make a claim under this Warranty.

What EcoFabrix Will Do: If EcoFabrix determines in during its evaluation in its sole discretion that allegedly defective EcoFabrix fabric is covered under the terms and conditions of this Warranty, EcoFabrix’s sole obligation, and your sole remedy, will be EcoFabrix’s substantially similar replacement of the warranted EcoFabrix fabric, provided that EcoFabrix will not be responsible for, pay for or reimburse any installation or re-installation expenses.

What This Warranty Does Not Cover (Warranty Disclaimer): THIS WARRANTY DOES NOT COVER: (I) CHANGES TO NATURAL FABRIC PROPERTIES OF ECOFABRIX FABRICS THAT MAY OCCUR DURING EXPOSURE TO AMBIENT CONDITIONS; (II) DAMAGE TO ECOFABRIX FABRICS CAUSED BY ANIMALS, CHEMICAL TREATMENTS OR IMPROPER CLEANING; (III) DAMAGE TO ECOFABRIX FABRICS FROM MISUSE OR ABUSE; (IV) IMPROPER OR UNAUTHORIZED INSTALLATION OR USE OF ECOFABRIX FABRICS; OR (V) COSTS ASSOCIATED WITH REPLACEMENT OF ECOFABRIX FABRICS, INCLUDING LABOR AND INSTALLATION. FOR WINDOW SHADES, THIS WARRANTY DOES NOT EXTEND TO OR COVER ANY OTHER COMPONENT OF A WINDOW SHADE EXCEPT FOR THE FABRIC COMPONENTS COMPRISED OF ECOFABRIX FABRICS.

EXCEPT FOR THE APPLICABLE LIMITED WARRANTIES SET FORTH ABOVE, ECOFABRIX MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ITS GOODS (INCLUDING FABRICS), INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. ECOFABRIX DISCLAIMS ALL, AND ASSUMES NO LIABILITY FOR, THE NONPERFORMANCE OF INCOMPATIBLE SYSTEM COMPONENTS OR ACCESSORIES OF ANY OF ITS GOODS, INCLUDING FABRICS.

Products manufactured by a third party (“**Third Party Product**”) may constitute, contain, be contained in, incorporated into, attached to or packaged together with, EcoFabrix fabrics. Such Third Party Products are not covered by this Warranty. For the avoidance of doubt, ECOFABRIX MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.