



Manufacturer's Warranty Information on TMAX Roll Up Shutters, Shades & Screens

5 Year Limited Manufactured Warranty on Motors 2 Year Limited Manufacturer's Warranty All Other Parts (Zip Shade Products – 5 Year Limited Warranty on Entire System)

A.) Who Gives the Warranty

TMAX LLC (TMAX)
6930 Signat Dr., Houston, TX 77041

B.) Who is entitled to this Warranty

The warranty applies only to the original residential or commercial purchaser who paid for the product and may not be assigned or transferred to subsequent owners. This warranty applies only to products purchased and installed in the US.

C.) When Does the Warranty Period Start

The warranty period starts with the Date of Invoice to the original purchaser.

D.) What are the responsibilities of TMAX under this warranty?

Subject to the terms and conditions set forth herein, in the event a component fails as a result of a defect in manufacturing, materials, or workmanship within the limited warranty period, TMAX will, at its option (1) provide replacement parts to the TMAX retailer / installer you specify – labor is not included; or (2) provide a factory-authorized repair to the existing component at no cost to you (not including labor for removal, reinstallation, and shipping costs to and from TMAX) or (3) refund of the purchase price at the time of the original purchase, whichever is less. Such replacement parts or repairs are warranted for the remainder of the original warranty period.

E.) What are the responsibilities of the original purchaser

Before any claims may be made under this warranty, the original purchaser must have paid in full for the product covered under the warranty. If the purchaser has failed to make full payments according to the specific pay plan for the product, this warranty shall be null and void and TMAX shall be relieved from any responsibilities or liability under this warranty.

F.) General provisions and limitations

1.) The warranty granted herein is the exclusive remedy for the original purchaser. TMAX makes no other warranties to the purchaser, express, statutory, implied or otherwise. All implied warranties, including but not limited to, implied warranties of merchantability and fitness for a particular purpose, are hereby disclaimed.
2.) To the extent permitted by law, TMAX shall have no liability to the original purchaser or any other person or entity for incidental, special, consequential, indirect, or similar damages of any kind or nature whatsoever, whether arising out of breach of warranty or other breach of contract, negligence or other tort, or otherwise, even if TMAX shall have been advised of the possibility or likelihood of such potential loss or damage. TMAX's liability will in all instances be limited to the repair or replacement or refund of the purchase price of the defective product to the original purchaser, whichever is less. Such damages excluded herein include, but are not limited to, loss of goodwill, loss of profits, incidental injury, loss of use, cost of any substitute product, interruption of business, or any other financial loss.

G.) Claims

All warranty claims must be made during the applicable warranty period. Any claim arising out of any alleged breach of warranty must be brought within two years of such alleged breach. The laws of the State of Texas shall apply to any and all such claims, notwithstanding any conflicts of law provision or doctrine, and the venue for any and

all legal actions arising out of such claims shall be in state court in Harris County, Texas.

H.) What is not covered by this limited warranty

- The warranty remains only valid if the product is used and maintained by the original purchaser in accordance with the user instructions in the owner's manual. Incorrect or abnormal use will void the warranty
- Normal wear and tear and natural aging. Slight paint abrasion on profiles is inherent to a rolling shutter system and is therefore not covered under this warranty.
- Materials intensively exposed to damaging weather conditions or in an environment with high salt water content.
- Minor color variations between aluminum parts are normal and due to differences in material processing and paint application and excluded from the warranty.
- TMAX assumes no liability for damage to any products and /or components caused by faulty installation, reinstallation or service at the installed location.
- TMAX is not responsible for damage to any structure, to which these products are installed or attached, or to property or items located above, below, or near the rolling shutter (i.e., Glass breakage due to wrong installation or irregular heating of the glazing material).
- Damage caused by third parties such as transport damage, and other irregular circumstances like vandalism or force majeure (damage caused by hurricanes, hail, heavy rain, fire, etc.).
- This warranty does not cover any labor costs and /or installation supplied by your dealer.
- Labor charges, traveling, and any other costs connected with the removal, installation or replacement of parts or products are not covered by this warranty.
- Freight expenses to and from TMAX, or any damage sustained to the product or replacement parts while in transport are not covered by this warranty.
- Installations, repairs or modifications carried out by unauthorized persons will void the warranty.
- The warranty does not cover any costs for demolition or repair if the shutter is not fully accessible or if shutters are built in.
- Use of non-compliant parts or parts not approved by TMAX.

I.) How to get help:

For further information or to make a claim within this limited warranty period, please contact the TMAX dealer / retailer who supplied you with your TMAX rollup product. If unavailable or unknown to you, you may contact us at:

TMAX, L.L.C.
6930 Signat Dr.
Houston, TX 77041

www.TmaxRollUps.com
(913) 269-2264

