

LIMITED WARRANTY

This Limited Warranty is intended to warrant to the original purchaser, that the Awning manufactured and installed by Capitol Awning is free from defects in material and workmanship. This Warranty covers defects encountered in normal use: INCLUDING WIND DAMAGE and warrants that the Awning will PERFORM AS DESIGNED as specified below:

FRAME: The frame portion of the awning (excluding cover, motor, and electrical controls) is warranted for a period of 5 years from the date of installation. The frame is warranted to remain serviceable at wind speeds up to and including 40 mph. Capitol Awning reserves the right to verify wind speeds by contacting local official weather reporting agencies to verify any wind damage related claim. This warranty does not cover minor cosmetic rust or other surface defects that do not threaten the structural integrity of the frame.

INSTALLATION: All installation is performed by Capitol Awning personnel. No subcontractors are ever used. Workmanship and installation hardware is warranted to be free from defects and perform as designed for a period of 5 years from the date of the original installation.

LABOR: Labor to cover inspection, removal of defective or non-serviceable components, shipping of replacement parts, and re-installation of parts covered under the warranty is INCLUDED at no charge for a period of 5 years or the warranty period of the defective part whichever is less.

COVER: The cover fabric is warranted separately by the manufacturer of that fabric. Please see the warranty provided by the fabric manufacturer.

This Warranty does not apply to damage to the awning by acts of God, including, but not limited to hurricanes, gales, tornados, hail, heavy wind in excess of 40 mph, floods, monsoons, fires, chewing animals, vandalism, or accumulated weight on the awning frame in excess of 30 psf. This warranty applies to dead loads only and specifically excludes any live loading such as snow slippage from the roof or other damage caused by sudden loading.

Capitol Awning reserves the right to repair or replace defective components at its sole discretion. This shall be in lieu of any other warranty of merchantability or fitness for a particular purpose. In no event shall Capitol Awning or any of the other manufacturers listed be liable for any indirect, incidental, or consequential damages from the sale, use, or installation of this product. This disclaimer applies both during and after the term of this warranty.

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