

MechoSystems (MSS) Warranty

From the Warranty portion of the MechoShade Systems, Inc. General Terms and Conditions of Sale/Warranty (Interior Products)

MSS Warranty is for the use of MSS's products for interior use only and is not warranted for exterior use or installation unless specifically indicated by, but not limited to, MSS's published information, its website, Order Acknowledgment, and/or published literature.

Please see MSS's Terms and Conditions for any additional information. The Terms and Conditions between the Buyer and MSS constitute the entire agreement between MSS and the Buyer and MSS and the Buyer's customers. No other representations or warranties shall be binding against MSS.

MSS warrants to the original Buyer and those Transferees specifically authorized herein that its products are free of manufacturing defects in factory materials or workmanship for the following specified warranty periods:

Hardware, accessories, and shadecloth:

MSS Warranty is for the range of standard size shades as indicated in MSS's published Price List or website.

MSS does not extend its Warranty to a dealer or similar entity who brokers the product to another dealer or similar entity. There is no restriction on the transfer of the Warranty to the main, general or interior contractor, or owner, in accordance with their interest when provided by the original Buyer from MSS.

MSS Warranty applies to MSS products fabricated by MechoShade Systems, Inc. Lifetime Limited Warranty is defined to be the life of the project for which it was originally purchased, not to exceed 25 years from the date of shipment for the specified products only. Warranty for unnamed hardware and fabrics shall not exceed 10 years from date of shipment. Warranty for unnamed electronics shall not exceed five (5) years.

All warranties shall be from date of shipment, within the published standard fabricated size shades only. All shades larger than MSS's published shade sizes in any one direction are deemed to be Monumental shades and/or High-Bay shades if mounted 20 ft. (6.09m) or more from the finished floor.

Products:

- Mecho®/5 and ElectroShade® hardware with ThermoVeil®, EuroVeil®, EuroTwill®, Equinox, Midnite®, and Classic Blackout shadecloths – 25 years.
- EcoVeil® – 10 years with MSS hardware, fabricated by MSS.
- MirroFilm® – Five (5) years with MSS hardware, fabricated by MSS.
- Customer's Own Material (COM) is not warranted.
- Unnamed MSS fabrics – 10 years, fabricated by MSS.
- COM fabrics are not warranted.
- The bead chain in all manual systems is a fail-safe component and is not included in any MSS Warranty.
- Mecho SlimLine® – 10 years.
- Mecho SlimLine and UrbanShade® hardware with ThermoVeil, EuroVeil, EuroTwill, Equinox, Midnite, and Classic Blackout shadecloths – 10 years.
- MagnaShade® – 10 years with specifically approved MSS shadecloths, fabricated by MSS. No other shadecloths are warranted.
- The MagnaShade System requires cleaning of the cradle at least once (1) each year to clear it of particulate that may accumulate over time.

- MagnaShade hardware provided by others – 10 years.
- MagnaShade shade-band fabrication by others is not warranted by MSS.

Controls, Electrical, Electronic Accessories, and Motors:

- Five (5) years from date of shipment.
- MSS reserves the right to provide refurbished replacement motors and electronics under warranty which shall be warranted to the end of the term of the original purchase warranty.

Software/Automated Systems:

- MSS Automation hardware warranty shall be the manufacturer's warranty and shall pass through to the Buyer.
- Electronic components are warranted to be free of manufacturing defects for five (5) years.
- Software is warranted against material defects.
- Software modified for a specific project may have project-specific warranties.
- SolarTrac® fine-tuning requires IP access during normal MSS business hours (E.S.T./E.D.S.T.).
- SolarTrac Infinity: Fine-tuning online commences after a project's substantial completion for a six (6) month solar-solstice period, from December 21 – June 21 or June 21 – December 21.
- SolarTrac 50: Fine-tuning online commences after a project's substantial completion for a three (3) month period commencing upon the date of substantial completion.
- SolarTrac/12-SunDialer®: one (1) month period of fine-tuning commencing upon date of occupancy.
- SolarTrac and System Training: In order for the MSS Warranty to be in full force and effect, the owner and/or user shall provide appropriately educated staff for an end-to-end commissioning/training period of two (2) full days for certification and operation of MSS Automated and Control Systems from the motors to the central server, and one (1) full day for education on the operation SolarTrac for the warranty to be in full force and effect for the operating system.
- Service and maintenance of the computer hardware is the responsibility of the Buyer/User.
- MSS recommends annual service and review of the hardware and connectivity of all motorized, High-Bay and Monumental shades for the MSS Warranty to be in full force and effect.
- MSS recommends a multi-year software service agreement to keep the Warranty in full force and effect. All in accordance with MSS's Terms and Conditions.

The MSS Limited Warranties are exclusive and in lieu of all other warranties, whether written, oral, or implied (including any implied warranty of merchantability, fitness for a particular purpose, or otherwise).

Monumental shades are defined to be all shades where any one dimension of the shade is larger than MSS's published list of fabricated shade sizes or 20 ft. (6.09m), whichever is greater. High-Bay shades are deemed to be all shades mounted 20 ft. (6.09m) or more from the floor. The MSS Warranty

Continued 

MechoSystems
42-03 35th Street, Long Island City, NY 11101
T: +1 (718) 729-2020
F: +1 (718) 729-2941 / +1 (800) 899-8081

E: info@mechosystems.com
W: mechosystems.com

1 of 2
L10219.1114v2



MechoSystems (MSS) Warranty

From the Warranty portion of the MechoShade Systems, Inc. General Terms and Conditions of Sale/Warranty (Interior Products)

for Monumental/High-Bay shades shall be limited to 10 years for hardware and shade cloth, five (5) years for motors and electronics. If any part of a MSS product (except for images or artwork on shade cloths) is found in the reasonable judgment of MSS to be defective in factory materials or workmanship during the above-prescribed warranty periods, MSS will repair or replace the defective part at its option. Repair or replacement under this Warranty does not include shipping, labor or costs for installation, reinstallation, removal of MSS products, parts, or components. This Warranty extends only to the original Buyer for MSS products installed by an authorized MSS dealer representative. MSS shall be promptly notified of all complaints or claimed product defects, with sufficient time for MSS to inspect the product on site or at the dealer's facility. Removal of the product and/or original packaging prior to MSS and insurance inspection, without written approval from MSS and/or the insurer, may, at MSS and insurer's option, cancel all warranties and invalidate claims to MSS and/or the insurer.

Exterior Shades:

Shades mounted to the exterior and/or exposed to outdoor environmental conditions are excluded from this warranty and will be subject to a specific warranty that may be written for the specific project.

This Warranty does not apply if any of the following exclusions exist:

- The product has been subject to misuse, abuse, neglect, negligence, accident, or has been operated in any way contrary to MSS's operating instructions or specifications.
- Damages or conditions have resulted from improper cleaning, maintenance, care, or repair of the product.
- The product has been improperly installed or not installed according to MSS's guidelines or specifications.
- MSS's written instructions for wiring components, installation, or wiring of electrical connections were not followed.
- The product has been used to perform functions or has been operated in a manner contrary to its design or otherwise has been used in a manner contrary to or in excess of MSS's specifications, drawings, or instructions.
- The product has been used with electrical accessories or parts (such as switches, relays, or other accessory components) that have not been previously approved in writing by the MSS Engineering Department.
- If any electrical accessories and/or other components have been used in disregard to the basic wiring diagram for which they were designed.
- Failure to comply with all of MSS's written instructions and specifications.
- Repairs are made necessary from normal wear of the product or by use of parts or accessories which are either incompatible with the product or otherwise adversely affect its operation, performance, or durability.
- Claims for Subsequent Failure: In the event of a claim of faulty products installed or not installed, the Buyer shall promptly notify MSS and provide access to the work and claimed faulty product. MSS reserves the right to remove and repair and/or replace at its unilateral discretion. The Buyer is not authorized to provide services of any kind and charge back to MSS without written approval from an authorized officer of MSS. MSS has final right of refusal.
- The product is used for non-interior applications or otherwise exposed to outdoor environmental conditions.

MSS requires that the Buyer license or own the right to reproduce all images or artwork, photographs, and other intellectual property provided by the Buyer, its agents, or customers. The Buyer shall indemnify, defend, and hold harmless MSS, its imaging supplier, and their employees and officers against any claims or actions for alleged or actual copyright or trademark infringement or any other claims resulting from reproduction of the images or artwork in any form or any other use of the images or artwork by the Buyer, MSS, its imaging supplier, or other Third Parties.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE). MSS SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE IN THEIR ENTIRETY. MSS'S OBLIGATION UNDER THIS WARRANTY IS STRICTLY AND EXCLUSIVELY LIMITED TO THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS AS HEREIN DESCRIBED, AND MSS DOES NOT ASSUME (OR AUTHORIZE ANYONE TO ASSUME FOR MSS) ANY OTHER OBLIGATION, WHETHER WRITTEN, ORAL, OR IMPLIED. NOTWITHSTANDING ANY OTHER REPRESENTATIONS OR AGREEMENTS BY ANY PARTY OR NON-PARTY, WHETHER WRITTEN, ORAL, OR IMPLIED.

MSS ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE TO THE ORIGINAL BUYER OR ANY OTHER PARTY OR NON-PARTY FOR ANY PERSONAL INJURY, LOSS, OR DAMAGE, WHETHER DIRECT, LIQUIDATED, INCIDENTAL, OR CONSEQUENTIAL, INCLUDING BUT NOT LIMITED TO THE LABOR OR COSTS RELATED TO THE ACCESS TO THE WORK, REPLACEMENT OF A DEFECTIVE PRODUCT OR PARTS OR INSTALLATION, REINSTALLATION, OR REMOVAL OF SUCH PRODUCT OR PARTS, EXPENSE OF RETURNING A PRODUCT OR PART TO MSS OR ITS AUTHORIZED DEALER OR THE EXPENSE OF DELIVERING IT BACK TO THE ORIGINAL BUYER, LOSS OR DAMAGE TO PERSONAL OR REAL PROPERTY, LOSS OF REVENUE, LOSS OF THE USE OF THE PRODUCT, LOSS OF TIME, OR INCONVENIENCE.

This Warranty gives the original Buyer and those Transferees specifically authorized herein specific legal rights, and the original Buyer may also have other rights, which vary from state to state. All costs related to installation and reinstallation of the MSS equipment covered by this Warranty are not the responsibility of MSS. MSS will not be responsible for any consequential or liquidated damages during or following the installation procedures, regardless of agreements required by or made by others. Before using, the Buyer and/or the ultimate user shall determine that the product is suitable for the intended application, and user assumes all risks and liability in connection therewith. Product specifications can be obtained by contacting MSS or an authorized MSS dealer.

This Warranty may only be changed or modified with the express, written consent of a MSS corporate officer so authorized. Any removals, modifications, or changes to the system due to changes in the tenant occupancy must be reviewed and approved by MSS and the work performed by an authorized MSS representative pursuant to a valid, written contract dealer-representative agreement with MSS. If the Buyer resells any MSS products, it shall include all of the Terms and provisions of this Warranty in such resale.

MSS's responsibility to any such Third Party shall be no greater than MSS's responsibility under the Warranty to the original Buyer.

MechoSystems
42-03 35th Street, Long Island City, NY 11101
T: +1 (718) 729-2020
F: +1 (718) 729-2941 / +1 (800) 899-8081

E: info@mechosystems.com
W: mechosystems.com

2 of 2
L10219.1114v2

