



## Product Warranty Registration Form

Order Number: \_\_\_\_\_

Name of Purchaser: \_\_\_\_\_

Address where products  
are installed: \_\_\_\_\_

“I have read and agree to the ‘Limited Warranty - Hideaway  
Privacy Screens (Residential Use)’”

President, HIDEAWAY Inc

Purchasers' Signature

\_\_\_\_\_

\_\_\_\_\_

Date

Date

\_\_\_\_\_

\_\_\_\_\_

## LIMITED WARRANTY – Hideaway Privacy Screens (Residential Use)

### 1. LIMITED WARRANTY COVERAGE

Subject to the limitations and exclusions below, and for the duration of the applicable stated Warranty Period, Hideaway Inc. (“Hideaway”) warrants that:

- Hideaway aluminum privacy screens (“Screens”) and components will be free from defects in materials and workmanship that might unreasonably affect their performance from the date of purchase for ten (10) years (the “Screen Warranty”); and
- The powder coated finish on the Screens will not blister, crack, peel or flake for five (5) years after the date of purchase (the “Powder Coat Warranty”).

This Limited Warranty is for the original homeowner who purchased the Screen (the “Warranty Holder”) and is not transferable.

COASTAL AREAS - The term of the Powder Coat Warranty is reduced to 3 years if the Screen is installed within 500 yards (457 meters) of a coastal area or saltwater environment and the Powder Coat Warranty is reduced to 5 years if the Screen is installed more than 500 yards (457 meters) but less than 2 miles (3.2 kilometers) from a coastal area or saltwater environment, provided maintenance care and use instructions are followed.

### 2. LIMITED WARRANTY EXCLUSIONS

a) GENERALLY:

This Limited Warranty does not cover defects or damages attributable to or arising from:

- General wear and tear;
- Damage due to freight carriers, common carriers, private transportation, or any other means of transportation or handling after shipping from Hideaway;
- Misapplication, faulty building construction or design, including but not limited to installation or use in areas of high humidity or high vibration;
- Fire and weather events including but not limited to lightning, thunderstorms, tornado, or volcanic ash, corrosive fume, condensate damage, acts of God, and/or any events or actions beyond the control of Hideaway;
- All components, parts and labour supplied by parties other than Hideaway;
- Structural integrity issues or other problems caused by the improper fitting of the components, improper sizing of the Screen or installation problems;
- Any failure of the structure, building or foundation into which the Screen is installed;
- Minor scratches or minor visual imperfections;
- Neglect, improper use, installation, finishing or maintenance of the Screen and components (including failure to properly care for and maintain the Screen as outlined in the Hideaway maintenance care and use instructions);
- Accident or abuse of the Screen;

- Improper pre-installation storage, including inadequate shelter or inadequate venting of shipping wrap in humid locations;
- Re-installation of the Screen after removal from its original installation;
- Damages aggravated or worsened because of failure to take timely and reasonable actions to mitigate any alleged damages or failure to file a claim for alleged damages promptly and during the warranty period;
- Harsh natural environmental conditions, including by example, substantial exposure to salt spray, or airborne pollutants, or other harsh conditions including exposure to harsh chemicals or solvents, such as acidic brick washes or stucco leach; or damage from vandalism, or damages caused by pets or other domestic or wild animals;
- Labour for removing, installing, or replacing the Screen or components or labour for other materials that are removed, reinstalled or refinished in conjunction with repairing or replacing the Screen's or component;
- Any painting, staining, scratching or other mechanical or chemical alteration of the Screen's original surfaces; or
- Any other causes beyond Hideaway's control and not related to the manufacturing process.

b) ADDITIONAL LIMITATIONS, EXCLUSIONS AND CONSIDERATIONS:

- This Limited Warranty does not cover damage attributable to or caused by acts of God that include, but are not limited to, unusually high winds, floods, fire, and other conditions that exceed product designs and testing specifications. CERTIFICATION APPROVAL, RATING AND REFERENCES TO OTHER PERFORMANCE STANDARDS MEAN THAT THE PRODUCT MEETS THE ESTABLISHED SPECIFICATION PARAMETERS OF THE CERTIFICATION PROCESS OR STANDARD TESTING AT THE TIME THE PRODUCT IS MANUFACTURED. However, with exposure over time to environmental conditions, including by example, high wind events and other forces of nature, the Screen will be subjected to normal and abnormal wear and its performance capability may change. It is the Warranty Holder's responsibility to consult local building code laws and the certification and rating agencies' published materials and websites for guidelines on the standards necessary to meet all regulations and codes in the area where the Screen will be installed.
- This Limited Warranty will be void if the Screen or components rust or otherwise corrodes due to reasons other than defects in material and workmanship, including without limitation, rusting arising from misuse, abrasions, environmental conditions, solvents, corrosives, salts, chemicals, excessive moisture or any other damage due to normal wear and tear that could have been addressed by routine, timely and proper initial finishing or periodic corrective maintenance.

3. EXCLUSIVE REMEDY

If the Screen or any components fail to meet this Limited Warranty, Hideaway's sole obligation is to either (at Hideaway's choice):

- Provide a replacement Screen or component(s) thereof to the Warranty Holder; or
- Refund the Warranty Holder's purchase price.

Replaced product or components are warranted only on the same terms and for the REMAINDER of the original warranty period. Hideaway reserves the right to discontinue or change any product. If the product or component(s) thereof is not available, Hideaway may select and provide a replacement product or component of equal quality and price. Replacement components and Screens may not color match perfectly with existing product. This is the Warranty Holder's sole and exclusive remedy under this Limited Warranty.

By example but not limitation, this Limited Warranty does not cover any of the following costs and expenses:

- labour for removing, reinstalling, refinishing product (or other materials that are removed, reinstalled or refinished to repair or replace the product);
- shipping/freight expenses to return the product to Hideaway, if required; and
- normal maintenance.

#### 4. DISCLAIMER OF WARRANTIES

THIS LIMITED WARRANTY IS THE ONLY WARRANTY WITH RESPECT TO THE HIDEAWAY SCREEN AND COMPONENT IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NONETHELESS EXIST BY OPERATION OF LAW, SUCH WARRANTIES ARE LIMITED TO THE DURATION PROVIDED BY LAW.

#### 5. LIMITATION OF LIABILITY

HIDEAWAY'S SOLE LIABILITY UNDER THIS LIMITED WARRANTY IS REPAIR OR REFUND OF THE PURCHASE PRICE AS SET FORTH ABOVE. IN NO EVENT WILL HIDEAWAY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGE OF ANY KIND TO A DWELLING OR PREMISES, LOSS OF PRODUCT USE, REINSTALLATION, LABOUR, REMOVAL, REFINISHING, TEMPORARY/PERMANENT RELOCATION OF RESIDENTS OR PROPERTY, LOSS OF PROFITS/REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS OR WORK, INCREASED OPERATING EXPENSES, EMOTIONAL DISTRESS CLAIMS, OR CLAIMS OF THIRD PARTIES FOR SUCH DAMAGES, WHETHER BASED ON CONTRACT, WARRANTY, OR TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. IN NO EVENT WILL HIDEAWAY'S ENTIRE LIABILITY EXCEED THE PURCHASE PRICE OF THE DEFECTIVE PRODUCT.

#### 6. WARRANTY CLAIM PROCEDURE

- All warranty claims must be submitted in writing accompanied by original sales receipts, proof of installation and photographs of the alleged defects.
- Hideaway reserves the right to inspect and approve all receipts, proof of installation and photographs, and inspect and conduct testing on all product with respect to which a claim has been made.
- Claims under this Limited Warranty must be submitted immediately upon detection of the defective condition.
- No remedial action may be undertaken on Hideaway's behalf without Hideaway's express written consent.
- This Limited Warranty becomes void if the product is repaired by any individual or facility without approval in writing by Hideaway.