

FAIRWAY
SHUTTERS & DÉCOR



Fairway Shutters Limited Lifetime Warranty

A Trademark of A&J International, LLC



FAIRWAY SHUTTERS® LIMITED LIFETIME WARRANTY

(A Trademark of A&J International, LLC)

At Fairway Shutters®, we are dedicated to delivering superior craftsmanship and exceptional value through each and every one of our products. Our shutters are designed to withstand the test of time, providing you with both beauty and functionality for years to come. To underscore our commitment to quality and customer satisfaction, we are proud to offer this **Limited Lifetime Warranty**, which covers our products for as long as they are owned by the original purchaser at the original installation location.

This warranty reflects our confidence in the durability and reliability of our shutters, offering comprehensive protection against manufacturing defects in materials and workmanship. While we stand behind the quality of our products, we also recognize that certain exclusions are necessary to ensure fair and reasonable coverage.

By choosing Fairway Shutters®, you are investing in a product designed for long-term performance, and our warranty is a testament to the trust we place in that promise. Should any issues arise, this warranty serves as a clear guide to the coverage available to you, the conditions for making a claim, and the exclusions that apply. Our aim is to ensure your satisfaction while also protecting the integrity of our products and business.

We value your trust in Fairway Shutters® and look forward to providing you with quality products and dedicated support for years to come.

WHAT THIS WARRANTY COVERS

Defects in Materials and Workmanship:

Fairway Shutters® products are warranted against any defects in materials or workmanship arising from **normal and intended use** of the product. This warranty covers the product's structural integrity, including defects that result in **warping, cracking, or splitting** of the wood, provided the shutters have been properly installed and maintained under standard environmental conditions. Coverage applies solely to defects that materially impair the function or appearance of the product under **normal residential conditions**.

Paint and Surface Finish:

Fairway Shutters® further warrants that the painted and finished surfaces of the shutters shall remain free from defects in material for a period of **two (2) years** from the original date of installation. This warranty includes coverage for **chipping, peeling, and yellowing** directly attributable to manufacturing defects.

However, natural and expected variations in **paint color, fading, or discoloration** due to **prolonged exposure** to sunlight, humidity, air pollutants, moisture, or other environmental conditions are expressly excluded from coverage under this warranty. These changes are considered normal wear and tear and do not constitute a defect in materials or workmanship.

Non-Transferability:

This warranty is **non-transferable** and is extended only to the **original purchaser** of the Fairway Shutters® product, for use at the **original installation site**. Any attempt to transfer this warranty to a subsequent owner or to relocate the product from its original installation site will result in the **immediate and automatic** termination of all warranty rights and obligations.

Limitation on Transfer Upon Property Sale:

This warranty is **personal to the original purchaser** and is **not transferable**, including in the event of a sale or transfer of the property where the Fairway Shutters® products were originally installed. Any claim to warranty service by subsequent owners of the property is **strictly prohibited** and will be considered **invalid**.

Repair or Replacement:

Upon validation of a warranty claim, Fairway Shutters® reserves the right, at its **sole discretion**, to either:

- **Repair** the defective product or component, or
- **Replace** the defective product or component with an item of similar style, functionality, and color.

The decision as to whether to repair or replace the product will be made exclusively by Fairway Shutters®. If replacement is selected, Fairway Shutters® does not guarantee an exact color or style match due to **natural aging, dye lot variations, or changes in manufacturing standards**.

All warranty repairs or replacements will be made using **like-kind or functionally equivalent parts**. Any labor costs associated with the removal, reinstallation, or transportation of the product, as well as any other incidental expenses, are **expressly excluded** from this warranty. Fairway Shutters® is not liable for any costs or damages associated with the **dismantling, transportation, or reinstallation** of any product or component.

WHAT THIS WARRANTY DOES NOT COVER

Normal Wear and Tear:

The natural aging of materials and finishes, including but not limited to **fading, discoloration, or aesthetic changes** resulting from **normal environmental exposure**, such as sunlight, air pollutants, humidity, and other atmospheric conditions, is not considered a defect and is **expressly excluded** from this warranty. Such changes, being inherent to the nature of materials used in manufacturing, are regarded as **normal wear and tear** and do not constitute grounds for a warranty claim.

Damage Occurring During Shipping or Transit:

Fairway Shutters® assumes no liability for damages incurred during the **shipping, delivery, or transit** of its products. Any claims for shipping-related damage must be directed to the applicable shipping carrier immediately upon receipt of the goods. The customer is solely responsible for **inspecting** the product at the time of delivery and for filing any claims directly with the carrier. Fairway Shutters® will not replace or repair any products damaged during transit under this warranty.

Improper Use, Installation, or Negligence:

This warranty does not cover any damage or defects resulting from **misuse, abuse, improper handling, or installation**, or from **failure to follow installation instructions, care guidelines, or maintenance recommendations** provided by Fairway Shutters®. Damage caused by exposure to **excessive moisture, humidity**, or other extreme environmental conditions that are beyond the product's intended usage are similarly excluded. Additionally, damages attributable to **negligence** or acts by third parties, including but not limited to damages caused by **pets, children**, or accidental impacts, are expressly **excluded** from coverage under this warranty.

Acts of God and External Forces:

This warranty does not cover damage caused by **force majeure events** or external factors beyond Fairway Shutters®' reasonable control, including but not limited to **fire, flood, storm, earthquake, tornado, hurricane, hail, lightning, or other natural disasters**. Additionally, damage resulting from **civil disturbances, war, terrorism**, or any other catastrophic events is also excluded. Such events, which are commonly referred to as **Acts of God**, shall relieve Fairway Shutters® of any and all obligations under this warranty.

Unauthorized Repairs, Modifications, or Alterations:

Any attempt to repair, alter, modify, or tamper with the product by anyone other than Fairway Shutters® or an **authorized representative** thereof will **immediately void** this warranty in its entirety. Only repairs and modifications that are **explicitly authorized** by Fairway Shutters® and performed by **approved technicians** will be considered eligible for warranty coverage. Any attempt by the customer or third parties to modify or repair the product without written consent from Fairway Shutters® is at the customer's sole risk and responsibility, and such actions will result in the termination of all warranty rights.

Commercial or Non-Residential Use:

This warranty applies to products purchased and used in both residential and commercial settings. For **commercial projects**, Fairway Shutters® provides warranty coverage for a period of **two (2) years** from the date of installation. This two-year warranty covers defects in materials and workmanship for commercial projects, including structural integrity and paint/surface finish, subject to the same limitations and exclusions as residential projects. Claims for commercial projects must follow the same procedures outlined for warranty service. Fairway Shutters® disclaims any responsibility for products used outside of these specified residential and commercial environments.

Motorized Components and Cords (if applicable):

Any motorized or electronic components included in Fairway Shutters® products, such as motors, sensors, or electronic controls, are warranted for a period of **five (5) years** from the date of original purchase against defects in materials and workmanship. Cords are warranted for **seven (7) years** against fraying.

This warranty does **not** cover damages resulting from power surges, improper installation, or tampering with the motorized components. Replacement or repair of motorized or electronic components is subject to the availability of parts, and Fairway Shutters® does not guarantee the availability of such components after the warranty period has expired.

LIMITATIONS AND LIABILITY

Limited Liability:

Fairway Shutters® total and aggregate liability under this Limited Lifetime Warranty is strictly limited to the **repair** or **replacement** of any defective products or components, as explicitly provided for in the terms of this warranty. Under no circumstances shall Fairway Shutters® be held liable for any **incidental, indirect, special, punitive, or consequential damages**, including but not limited to costs or losses associated with:

- **Labor costs** for the removal, reinstallation, or installation of the product or its components,
- **Shipping, delivery, handling, or transportation fees** for the defective or replacement product,
- Any **loss of use, loss of profits, business interruptions, loss of data**, or any other economic or non-economic loss arising from the use or inability to use the product.

This limitation of liability shall apply to the fullest extent permitted by law, even in cases where Fairway Shutters® has been advised of the possibility of such damages or where such damages were foreseeable. Fairway Shutters® liability is further limited to the monetary value of the original purchase price of the defective product. **No other remedies** shall be available under this warranty except those expressly outlined herein.

Disclaimer of Implied Warranties:

Except as explicitly provided in this Limited Lifetime Warranty, **Fairway Shutters® expressly disclaims all other warranties**, whether statutory, express, or implied, including but not limited to any implied warranties of **merchantability, fitness for a particular purpose, title, or non-infringement**. These disclaimed warranties include, without limitation, any warranties that the product will meet specific requirements or expectations of performance, durability, or suitability for any particular use or environment.

In jurisdictions where the exclusion or limitation of implied warranties is not permitted, the duration of any implied warranties is limited to the **shorter** of:

1. The period prescribed by the relevant state, federal, or provincial law, or
2. The warranty period stated in this document.

Some states or jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitations or exclusions may **not apply** to certain purchasers. In such cases, the scope of any implied warranties shall be the **minimum** required by applicable law.

Exclusive Remedy:

The remedies set forth in this warranty are the **exclusive remedies** available to the original purchaser. Under no circumstances shall Fairway Shutters® be obligated to provide monetary damages or any compensation other than repair or replacement of the defective product or component. No other person, agent, or entity is authorized to assume or create any additional warranty obligations or liabilities on behalf of Fairway Shutters® beyond those expressly stated herein.

Geographic and Jurisdictional Limitations:

This Limited Lifetime Warranty is valid only within the **country of original purchase** and applies solely to products installed within the borders of said country. Any claims arising under this warranty shall be governed by and construed in accordance with the laws of the jurisdiction in which the product was purchased. The parties agree that any disputes relating to the enforcement or interpretation of this warranty shall be resolved exclusively in the competent courts of the jurisdiction where the product was sold.

Statutory Rights:

This warranty provides the original purchaser with specific legal rights. It is important to note that these rights may vary by jurisdiction. Nothing in this warranty is intended to limit or exclude any rights or remedies that may be provided by applicable law, except to the extent legally permitted. In jurisdictions where the limitation or exclusion of damages is prohibited by law, the provisions herein will be interpreted to provide the maximum protection available to Fairway Shutters® under applicable law.

HOW TO CLAIM WARRANTY SERVICE

To initiate a claim under this Limited Lifetime Warranty, the original purchaser (hereinafter, “Claimant”) must follow the procedure outlined below. Failure to comply with these procedures may result in a denial of the warranty claim.

1. Contacting the Dealer:

All warranty claims must be submitted through the authorized dealer or retailer from whom the product was originally purchased (“Authorized Dealer”). The Claimant must provide the following documentation to the Authorized Dealer at the time the claim is made:

- **Proof of purchase**, which includes an original sales receipt, invoice, or equivalent document, clearly showing the date of purchase, the dealer’s information, and the product details.
- A **written description** of the defect or issue, including photographs or other supporting evidence demonstrating the nature of the alleged defect or problem.
- **Proof of installation date** (if separate from the purchase date) and the location where the product was installed.

Warranty claims submitted without the required documentation or sufficient evidence will be deemed **incomplete** and may be denied until such time as all required information is provided to the satisfaction of Fairway Shutters®.

2. Inspection and Verification:

Upon receipt of a warranty claim, the Authorized Dealer will notify Fairway Shutters® of the claim and arrange for the inspection of the product, if necessary. Fairway Shutters® reserves the right to:

- **Inspect the product** in person at the installation site, or
- **Request return of the defective product** or components to the Authorized Dealer or directly to Fairway Shutters® for further evaluation, at the Claimant's expense. Shipping or handling charges for the return of the product are **not covered** by this warranty.

Fairway Shutters® shall have the exclusive right to determine, in its sole discretion, whether the defect is covered by this warranty, based on the information provided and the inspection of the product. Any decision regarding the validity of the claim shall be **final and binding**.

3. Unauthorized Repairs and Modifications:

The Claimant is strictly prohibited from attempting any **repairs, modifications, or alterations** to the product without the prior written consent of Fairway Shutters®. Any unauthorized attempts to repair, modify, or alter the product will result in the **immediate termination of this warranty** and the denial of any associated warranty claim. Fairway Shutters® will not be responsible for any costs, damages, or further defects arising from unauthorized repairs or modifications.

4. Dealer Responsibilities and Limitations:

The Authorized Dealer acts solely as an intermediary between the Claimant and Fairway Shutters® for the purpose of warranty claims. Under no circumstances shall the Authorized Dealer be authorized to:

- **Interpret, alter, or modify the terms of this warranty;**
- Make any determinations regarding coverage or eligibility;
- Commit to any repairs, replacements, or refunds on behalf of Fairway Shutters® without the company's express written approval.

All warranty services must be expressly authorized by Fairway Shutters® prior to any action being taken. Any repairs or replacements carried out by the Authorized Dealer without written authorization from Fairway Shutters® shall be considered **void** and **ineligible** for reimbursement under this warranty.

5. Costs and Responsibilities:

If the warranty claim is approved, Fairway Shutters® will bear the cost of the **repair or replacement** of the defective product or component, subject to the limitations set forth in this warranty. However, the Claimant shall be responsible for any and all additional costs, including but not limited to:

- **Labor costs** associated with the removal or reinstallation of the product;
- **Shipping, handling, and transportation fees** for returning the product to the Authorized Dealer or Fairway Shutters® for inspection or replacement;
- Any additional costs related to the Claimant's failure to follow the procedures outlined in this section.

6. Timeframe for Claims:

Warranty claims must be submitted to the Authorized Dealer within a **reasonable period of time** after the defect is discovered, and in no event more than **thirty (30) days** from the date the defect became apparent. Any delays in notifying Fairway Shutters® of the defect may result in the claim being **denied** due to failure to mitigate damages.

7. Final Determination:

The decision regarding whether a product defect is covered by this Limited Lifetime Warranty and the appropriate remedy (i.e., repair or replacement) shall be made by Fairway Shutters® in its sole discretion. **No oral statements** or representations by any dealer, retailer, or employee shall modify or supplement this warranty. All determinations made by Fairway Shutters® are **final and binding** on all parties.