

## LIMITED WARRANTY LIMITATIONS OF REMEDIES AND LIABILITY

U.S.A. and Canada

Limited Warranty. Cascade Designs, Inc. d.b.a. VARILITE® ("VARILITE"), to the original owner ("Owner"), under intended use and maintenance, warrants the enclosed product ("Product") to be free from defects in materials and workmanship for two years from date of purchase of the Product. No warranty against defects in materials and workmanship will apply if Product is: (i) altered in any way, except as specifically provided for in product instructions; (ii) used for purposes inconsistent with Product's intended purpose or design; or (iii) improperly maintained. Warranty will furthermore be voided where user: (i) failed to follow Product instructions or warnings; or (ii) subjected Product to misuse, abuse, or neglect. Covers are warranted to be free from defects in materials and workmanship for 6 months from date of purchase. This does not apply to improper washing or wear and tear of the covers.

During the warranty period, original Product parts determined by VARILITE to be defective in materials or workmanship will be repaired or replaced as Owner's sole remedy. VARILITE reserves the right to replace any discontinued product with a new product of comparable value and function. A returned product deemed irreparable becomes the property of VARILITE, and will not be returned.

EXCLUDING THE LIMITED WARRANTY PROVIDED ABOVE, VARILITE, ITS AFFILIATES AND THEIR SUPPLIERS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, AND DISCLAIM ALL WARRANTIES, DUTIES AND CONDITIONS, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, WITH RESPECT TO THE PRODUCT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, AGAINST LATENT DEFECTS, FITNESS FOR A PARTICULAR PURPOSE, OR CORRESPONDENCE TO DESCRIPTION.

<u>Warranty Service</u>. To obtain service under this warranty, the warranty-eligible Product must be presented to a VARILITE authorized dealer. In the United States and Canada, warranty service may also be obtained by calling (800) 827-4548 [Monday through Friday 7:00 AM to 4:30 PM Pacific Standard Time]. Owner is responsible for all costs associated with returning Product to VARILITE for service. Where at its sole discretion VARILITE deems Product eligible for warranty repair or replacement, VARILITE will pay the shipping and handling associated with returning repaired or replaced Product to Owner. In instances where VARILITE deems a returned product ineligible for warranty service, VARILITE will, if possible, repair product for a reasonable charge that includes return shipping and handling.

<u>Limitation of Remedies.</u> Should a court of competent jurisdiction find the limited warranty set forth above breached, VARILITE's only obligation will be to, at its option, either repair or replace Product. Should the aforementioned remedy fail of its essential purpose, VARILITE will, in exchange for return of Product, refund to Owner Product's original purchase price. THE FOREGOING REMEDY IS THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER AGAINST VARILITE, ITS AFFILIATES AND THEIR SUPPLIERS, REGARDLESS OF LEGAL THEORY.

<u>Limitation of Liability.</u> VARILITE's, its affiliates' and their suppliers' maximum liability is limited to incidental damages not to exceed the original purchase price of the Product. VARILITE, ITS AFFILIATES AND THEIR SUPPLIERS HEREBY DISCLAIM AND EXCLUDE ANY LIABILITY FOR ANY CONSEQUENTIAL OR OTHER DAMAGES RESULTING FROM ANY REASON WHATSOEVER. THIS EXCLUSION AND LIMITATION APPLIES TO ALL LEGAL THEORIES UNDER WHICH DAMAGES MAY BE SOUGHT, AND WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

This limited warranty gives you specific legal rights; you may have additional rights which vary state to state.

Always completely follow: safety, use, operation, and maintenance instructions for this or any other VARILITE product.

European Union customer statutory rights are not affected.



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## **Contacting VARILITE**

We can be reached by mail at: VARILITE 4000 1st Avenue S Seattle WA 98134

We can be reached by telephone at: 800.827.4548 206.505.9500 206.343.5795 (Fax) 800.363.7739 (Toll Free Fax)

We can be reached by e-mail at info@varilite.com

## **Customer Service Hours**

Our Customer Service department is open Monday through Friday from 7:00 AM to 4:30 PM Pacific Standard Time