



## LIMITED WARRANTY AND RETURN POLICY

### Limited Warranty

Draper, Inc. ("Draper") warrants (this "Limited Warranty") to the Draper Authorized Dealer (the "Dealer") that its products are free from defects in material and workmanship (except as provided below) for the following specified warranty periods (each, a "Warranty Period"):

- 25 years for the interior project for which it was originally purchased from the date of shipment on the mounting hardware, headbox, clutch, fascia and shade fabric for the Draper Manual Flexshade; the Draper Motorized Flexshade; the Draper Motorized Flexshade 2; the Draper Manual Lightbloc; the Draper Motorized Lightbloc; the Draper Manual Skylight; the Draper Motorized Skylight; the Draper Crank Operated Flexshade; and the Draper Colossal Flexshade;

- 10 years on the mounting hardware, headbox, clutch fascia and shade fabric for the Draper Techmatic and the Draper Spring Roller Window Shade;

- 5 years from date of shipment on the controls, electronic accessories and motors for the above products; and

This Limited Warranty extends only to the Dealer, and is not transferable. This Limited Warranty is applicable to products that are repaired or replaced for the balance of the Warranty Period or for ninety (90) days from the date the product is repaired or replaced, whichever is longer.

If a product breaches this Limited Warranty, the Dealer may return it to Draper in accordance with the terms of the Return Policy, below, within a reasonable time after the Dealer discovers the defect. Subject to the conditions and limitations set forth below (the "Excluded Items"), Draper will, at its discretion, either repair or replace any part of the product that proves defective by reason of improper workmanship or materials. If the Dealer returns a product to Draper and Draper determines that this Limited Warranty does not apply, Draper will not return the product to the Dealer unless the Dealer requests it to do so and pays all expenses of shipment. If Dealer does not request and pay for Draper to return the product, it will become Draper's property. Any product covered by this Limited Warranty (as determined by Draper) will, after repair or replacement, be shipped back to the Dealer at Draper's expense.

DRAPER'S TOTAL LIABILITY UNDER THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS LIMITED TO REPAIR, REPLACEMENT OR REFUND. REPAIR, REPLACEMENT OR REFUND ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL DRAPER BE LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM THE PURCHASE, USE, MISUSE, INABILITY TO USE OR INABILITY TO INSTALL THE PRODUCT OR FROM DEFECTS IN THE PRODUCT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY GIVEN BY DRAPER FOR THE PRODUCT AND IS IN LIEU OF ALL OTHER WARRANTIES. DRAPER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. THIS WARRANTY SUPERSEDES ALL OTHER WARRANTIES, INCLUDING ANY WARRANTIES BASED ON ORAL REPRESENTATIONS.

THIS LIMITED WARRANTY GIVES THE DEALER SPECIFIC LEGAL RIGHTS, AND THE DEALER MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.



#### Excluded Items

**THIS LIMITED WARRANTY DOES NOT COVER DEFECTS CAUSED BY** negligence; improper maintenance; improper storage; accident; misuse; installation not in accordance with Draper's printed installation instructions; abuse; impact or other force, whether prior or subsequent to installation; operation in a manner contrary to design or use in a manner contrary to or in excess of Draper's specifications, drawings or instruction; application other than intended use; use with electrical accessories or parts, including switches, relays, or other accessory components not previously approved in writing by Draper; failure to comply with all of Draper's written instructions and specifications; use for non-interior applications or exposure to outdoor environmental conditions; improper cleaning, maintenance, care or repair; normal wear and tear; fire, lightning, tornadoes, or other acts of God; contact with liquid, water, rain, extreme humidity or heavy perspiration, sand, dirt or the like, extreme heat, or food; excessive electrical supply; abnormal mechanical or environmental conditions; unauthorized disassembly, repair or modification; service by unauthorized provider; installation of unapproved third party products; buyer's remorse. This Warranty also does not apply to any product on which the original identification information has been altered, obliterated or removed, or has been sold as second-hand.

Draper does not warrant any images or artwork reproduced, printed, or placed on shade cloth by Draper or any other imaging supplier. Draper is not responsible or liable for fading, discoloration, color shifts, or any other failure or defect in such images or artwork.

Draper does not warrant bead chains on any of its products.

Draper does not warrant against freight damage, concealed or otherwise. The Dealer must contact the delivering carrier to report freight damage within 48 hours of receipt of product. Failure to report freight damages within the carrier's guidelines may result in the Dealer bearing all costs. Failure to sign the delivery receipt acknowledges approval of the product as is and nulls the Dealer's claim.

#### Return Policy

Before the Dealer returns a product (a "Returned Item") for any reason, the Dealer must contact Draper and obtain an RMA Number by telephoning Draper's customer service at \_\_\_\_\_. At that time, Draper will issue specific instructions regarding the return of the Returned Item. Notwithstanding any return instructions issued by Draper, the Dealer must comply with the following requirements:

(a) A Returned Item must be properly packaged to prevent damage in transit and must include the original invoice and carton label with the Draper Part Number and the UPC Bar Code. A Returned Item improperly shipped to Draper voids all warranties;

(b) The RMA Number must be visible on the outside of the package. Any return without a valid RMA number is subject to refusal by Draper; and

(c) The Dealer agrees that Draper is not responsible for any loss or damage to a Returned Item sustained in transit.

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