

ESTATE CUSTOM SHUTTERS



Residential Limited Lifetime Warranty

AVG offers its residential customers a Limited Lifetime Warranty on all Estate Custom Shutter window coverings. This warranty covers failures caused by product defects and improper fabrication which may occur during the lifetime of the product, except for those failures which arise from any physical or chemical abuse, improper maintenance, commercial applications, exterior applications, non-climate controlled applications, excessive heat, excessive humidity (shower or sauna areas are examples), improper installation or location of the product in improper areas in violation of limitations and guidelines as set forth by AVG.

This non-transferable warranty is available only to the original owner of a single-family residence in which the product is originally installed or, in the case of a newly constructed single-family residence, to the first owner acquiring the residence from the builder thereof with the product already installed. The warranty does not, however, cover any product that has been removed or relocated from its original place of installation. Due to manufacturing, natural variations in color, grain and texture in the products, AVG or its licensed distributors are not able to guarantee exact matches on subsequent orders. Returns cannot be authorized due to these normal variations.

Specific Rights

AVG's obligation under this warranty is limited solely to the repair or replacement of the failed product. Such repair or replacement, however, shall not include the performance of any other repairs or modifications that may be necessary to

achieve the actual repair or replacement of the failed product (such as, for example, wall or door surface repairs or modifications, removal or replacement of the product, measuring, shipping or trip charges) – such other repairs, modifications or expenses, shall be the responsibility of the customer. Warranty claims must be accompanied by proof of purchase, as well as details regarding the nature of the problem, location of the product, etc. If AVG determines the likelihood of failure recurrence to be high, AVG retains the option to refund the original purchase price for the fabricated product, paid by the customer to AVG, in full and final satisfaction of its warranty obligation hereunder.

Except to the extent expressly stated herein or otherwise required by applicable law, AVG disclaims all warranties and representations, expressed or implied, statutory or otherwise, including, without limitation, any implied or express warranties of merchantability or fitness for a particular purpose, and shall not be responsible or liable, in either contract or tort, for any loss, including, without limitation, direct, indirect, special, consequential, or incidental damages, arising out of the use of, the inability to use, or delays in installation of or repairs to, the window covering products provided or to be provided by AVG. However, because some states may not allow the exclusion or limitation of incidental or consequential damages, the foregoing limitations or exclusions may not be applicable.

These warranties give the customer specific legal rights. Other rights may be available under applicable laws which may vary from state to state.

**Effective July 1, 2009*