

## Aluminum Window Reinforcements, Screen Frames & Component Products Limited Lifetime Warranty

Thank you for purchasing from SHAPES UNLIMITED, INC. (SHAPES). To activate this Limited Lifetime Warranty, return this completed Warranty registration to SHAPES within 30 days after the Purchase is completed, with the warranty registration for lineal component purchases and fabricated component purchases stated below.

By purchasing or using the products from SHAPES, you agree to this Limited Lifetime Warranty. If you do not accept this Warranty, do not use your products, and return any unused products immediately, subject to the SHAPES terms of sale applicable to returns.

**Exclusive Remedy** - Under this warranty, the Exclusive Remedy for breach of this Limited Lifetime Warranty is limited to the repair, or replacement of the defective material. Reimbursement for the cost of removal and/or reinstallation is not covered, and SHAPES will not provide such services. UNLESS OTHERWISE PROVIDED UNDER APPLICABLE LOCAL OR PROVINCIAL LAW, SHAPES IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOSS OF USE DAMAGES. THESE EXCLUSIONS APPLY EVEN IF SHAPES HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES, AND EVEN IF THE LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. TO THE EXTENT THAT UNDER APPLICABLE LOCAL OR PROVINCIAL LAW YOU HAVE ANY BASIS FOR A REMEDY BEYOND THE LIMITED REMEDY SET FORTH ABOVE, THEN SHAPES' LIABILITY TO YOU CAN BE NO MORE THAN THE PURCHASE PRICE FOR THE PRODUCTS.

**Warranty Claim Procedure** - If the aluminum window reinforcements, aluminum screen frames or components appear to have any defects, the original purchaser must advise SHAPES within the allotted time frames set forth in the Limited Lifetime Warranty. To file a claim made against this Warranty, SHAPES will first require photographs of the material in question, Sales, or Invoice Order # and a written summary of the issue. SHAPES customer service may be reached at (330) 726-0844, extension 124 and/or customerservice@shapesunlimited.net. If a determination or resolution cannot be reached using the submitted material, SHAPES will dispatch, at its expense, a company representative to inspect the product. If it is deemed to be a condition covered under this warranty, then SHAPES will either make the repair or replace the covered product.

**Exclusive Warranty/Disclaimer of Implied Warranties/ Limitation of Damages** - The above stated Limited Lifetime Warranty constitutes the complete Warranty by SHAPES, and is given in lieu of all other warranties, express or implied. **SHAPES DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** If your local, state, or provincial law gives you an implied warranty, notwithstanding the disclaimer in the previous sentence, the duration of that warranty will be the same time period as the express warranties set forth in this document, unless state, local or provincial law does not allow limitations on the duration of an implied warranty. This Warranty may not be modified, amended, or supplemented without written approval of SHAPES. No other agreement, written or implied, is valid. SHAPES does not authorize any other person or agent to make any other express warranties.

**Limited Lifetime Warranty** - For Lineal Purchases of aluminum reinforcements, screen frames and components, this Limited Lifetime Warranty covers defects in material or workmanship. SHAPES Warranty covers shipping and handling damage that exists at time of receipt if reported within 10 days of receipt of product for damage that is apparent from inspection, or within 90 days of receipt for latent defects not readily observable by thorough inspection, except for components purchased in full bundles. For components purchased in full bundles, you will have 90 days from the date of receipt to identify and notify SHAPES of any latent defects not readily observable by thorough inspection.

**Mandatory Arbitration** - Any dispute between you and SHAPES shall be determined by American Arbitration Association arbitration under the Consumer Arbitration Rules. The arbitration shall be decided before a single arbitrator, who shall be both independent and impartial and shall have no personal or financial interest in the matter to be decided. The Arbitrator shall be empowered to grant any relief which would be available in a court proceeding. Notwithstanding the foregoing, no arbitration may be joined with or filed as a group arbitration and rather each arbitration shall be handled as a separate claim and not combined with any other arbitration. Participation in arbitration is mandatory although each party retains the right to seek relief in small claims court for disputes within the scope of their jurisdiction. Participation in arbitration may be virtual, and if face to face arbitration is required by you, then the arbitration shall be held in Youngstown, Ohio. Administration of the arbitration shall be pursuant to the Consumer Arbitration Rules. The ruling of the Arbitrator shall be final and binding, but subject to review in accordance with applicable statutes governing arbitration awards. American Arbitration Association Rules which control how an arbitration may be commenced may be found at: [https://www.adr.org/sites/default/files/Consumer-Rules-Web\\_0.pdf](https://www.adr.org/sites/default/files/Consumer-Rules-Web_0.pdf)

**Exclusions** - The following defects are excluded from this warranty: (a) those caused by marine, salty, or harsh environmental conditions, including normal fading, (as determined by Delta E color measurement, not to exceed Delta 5) (b) those caused by acts of God; (c) those arising from improper installation; (d) those arising from unauthorized use or alterations of the product; (e) those caused by negligence, abuse, accident; (f) those arising from the failure to provide maintenance in a manner consistent with the traditional maintenance of similar aluminum products; (g) appearance associated with normal weathering or fading from exposure to sunlight; (h) caused by oxidation from airborne chemicals or air pollution; (i) caused by the application of paint, varnish, chemicals (including lawn care chemicals or cleaning agents not approved by Shapes.

## Warranty Registration Card

To be completed by Customer Purchaser subsequent to receipt.

Customer Name \_\_\_\_\_

Customer Address \_\_\_\_\_

Customer City, State, Zip Code \_\_\_\_\_

Installation address, if different \_\_\_\_\_

SHAPES Invoice Number \_\_\_\_\_

Purchase Date \_\_\_\_\_

Warranty Effective Date (Ship Date) \_\_\_\_\_

This warranty can also be found online at [www.shapesunlimitedinc.com](http://www.shapesunlimitedinc.com). In the event of a warranty claim please contact SHAPES Customer service at [customerservice@shapesunlimited.net](mailto:customerservice@shapesunlimited.net)



**SHAPES**  
UNLIMITED  
ALUMINUM BUILDING PRODUCTS

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