



# NON-PRORATED WARRANTY

## *Shade Structures & Shade Sails*

Apollo Sunguard Systems, Inc. warrants that all shade structures sold will conform in kind and quality to the published specifications, and will be free of defects in workmanship and materials. As a further indication of our quality, Apollo Sunguard provides a non-prorated framework and fabric warranty as detailed below:

### FRAMEWORK

Apollo Sunguard provides a **20 year non-prorated warranty** on the structural integrity of the steel framework against all structural damage due to corrosion, deterioration, or workmanship. A one year non-prorated warranty is provided on all powder coat finishes.

Owner is responsible for routine maintenance to preserve the finish and welded joints. This consists of spot painting any points of corrosion if, in the unlikely event any should occur (regardless of cause); and to keep connected hardware properly secured. Failure to provide routine maintenance will void the warranty. Warranty constitutes restoring or replacing of any defective part.

### FABRIC

Apollo Sunguard provides a **15 year non-prorated warranty** on all Sunguard Shade Cloth HDPE fabric covers (**5 year non-prorated warranty** on all Waterproof Sunguard Shade Cloth HDPE fabric covers) against deterioration, rot, cracking, faulty workmanship, and seam (thread) failure resulting from ultraviolet (UV) exposure, mold or mildew. The warranty excludes fading or failure of fabric due to chemical erosion or flying/falling objects. In cases where certain fabric colors have been discontinued, Apollo Sunguard reserves the right to offer the owner a choice of available colors to replace the warranted fabric of the discontinued color. Apollo Sunguard does not warrant that any particular fabric color will be available for any period of time and reserves the right to discontinue any color for any reason at any time without recourse by the owner of the discontinued color.

The owner is responsible for routine maintenance of the fabric, which includes proper cable tensioning and cleaning the cover to maintain color vibrancy. This is particularly critical in regions where dirt/sand may cause abrasion of fabric. Do not use chemicals to clean the fabric. Damage caused by the use of chemicals voids the warranty. Failure to provide routine maintenance will void the warranty. Warranty constitutes restoring or replacing of any defective part. Removal of labels will void the warranty. All vertical side panels, curtains and valances are not covered under warranty.

### GENERAL

The warranty set forth shall be the purchaser's sole and exclusive warranty. No other warranty is implied. The warranty is void if the structure is not installed in strict compliance with Apollo Sunguard specifications. Warranty commences on the date of the invoice.

No signs, objects, fans, light fixtures, etc. may be hung from or attached to the structure unless specifically engineered or approved by Apollo Sunguard. Apollo Sunguard shade structures are designed to eliminate friction between the framework and fabric. The warranty is void if any changes, modifications, additions or attachments are made to the structure without written consent of Apollo Sunguard.

The warranty is void if damage to the framework or fabric is caused by misuse, willful or intentional damage, vandalism, accident, and Act of God (i.e. hurricane, tornado, earthquake, micro/macrobust), including but not limited to ice, snow, hail, or wind in excess of applicable building code parameters as stated on the general notes of the engineered drawings. In the event of a storm, the cover should be removed and stored in a safe, secure, climate-controlled area.

Apollo Sunguard reserves the right to restore or replace any parts covered by the warranty. The warranty is a parts-only warranty and does not include transportation or labor for the removal of the defective part or installation of any replacement part. Replacement parts will be warranted for the remainder of the original warranty. A one year non-prorated warranty is provided on all cabling, hardware, post pads, and vinyl logos.

To submit a warranty claim, send a written description detailing the defect, along with the original invoice number, to Apollo Sunguard Systems, Inc., 4487 A Ashton Road, Sarasota, FL 34233 or email this detailed information to [Pat@ApolloSunguard.com](mailto:Pat@ApolloSunguard.com).