

## **TUFFY® WINDSCREEN**

### **MANUFACTURER'S FIVE (5) YEAR LIMITED PRORATED WARRANTY**

AER-FLO, INC. (Aer-Flo) warrants its Tuffy® Windscreen units to be free of defects in materials and workmanship under normal use and service for a period of five years (60 months) from the original shipping date. Units determined by Aer-Flo to be defective under this warranty shall be replaced for a *replacement cost* calculated by the following formula:

The number of months since the original shipment date is divided by 60; the result is multiplied by the then current suggested resale price for the unit. The *replacement cost* does not include the cost of shipping and any taxes.

Warranty claims must be submitted directly to Aer-Flo and include photos that clearly show the area(s) of claimed failure. Aer-Flo may require all or part of the unit to be returned for testing.

REPLACEMENT IS THE ONLY REMEDY AVAILABLE UNDER THIS WARRANTY. The replacement unit carries no further expressed or implied warranty.

Specifically excluded from this warranty are (1) labor and installation and (2) imprinting on windscreen unit and (3) damage due to any high winds or storms and (4) damage due to negligent or abusive use or normal wear and tear, including, but not limited to, those items on Schedule A (following). Negligent, abusive, and other improper use of windscreen unit voids this warranty.

IN NO EVENT SHALL AER-FLO BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF PRODUCT OR TIME, OR FOR ANY DELAY IN PERFORMANCE UNDER THIS WARRANTY. AER-FLO MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY. THIS WARRANTY SUPERCEDES AND/OR REPLACES ANY PRIOR WARRANTIES, IF ANY, ON SAME PRODUCTS.

The validity, construction and enforcement of, and the remedies under, this limited warranty shall be governed by the laws of the State of Florida. Jurisdiction and venue shall properly lie exclusively in the Twelfth Judicial Court of the State of Florida, in and for Manatee County, Florida, or in the United States District Circuit Court for the Middle District of Florida, with respect to any legal proceedings arising from this limited, prorated warranty or use of the unit.

<p>&gt; Written claim plus photos and/or specimens should be sent to: Aer-Flo, Inc. • 4455 18<sup>th</sup> St. East • Bradenton, FL 34203 &gt; Digital claim and photos should be e-mailed to: <a href="mailto:cariek@aerflo.com">cariek@aerflo.com</a></p>
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#### SCHEDULE A

*Following are descriptions of typical situations where this warranty does not apply. Exclusion is not limited to these situations.*

EXAMPLES OF NORMAL WEAR AND TEAR: Accumulation of dirt or other substances on surface; Normal discoloration due to atmospheric exposure; Deterioration of surface imprinting.

EXAMPLES OF NEGLIGENT OR ABUSIVE USE: Cuts, punctures, abrasions, or scores; Grommets pulled out or damaged; Threads cut, stretched, or burst; Burns, scorches, melted areas; Damage from exposure to excessive heat; Improper handling, such as dragging over damaging materials or over-stretching during installation; Damage from improper attachment to fence or using improper attachment devices; Exposure to chemicals such as solvents, petrochemicals, paints, acids, alkaline materials, or other substances which damage vinyl; Use for any purpose other than as a windscreen attached to a chain link fence.