

# PRO-RATED LIMITED WARRANTY

CAT 5 Hurricane Products, LLC ("CAT5") warrants that the hurricane shutters sold (if applicable) installed by CAT 5 are free from Defects in Workmanship (as defined below) for a period of Five (5) years from the date of sale, subject to and on the terms and conditions set forth in this Pro-Rated Limited Warranty.

CAT 5 will remedy and correct any "Defects in Workmanship" (as defined below) during the five (5) year warranty period by repairing or replacing the defective portion(s) of the hurricane shutters, with CAT 5 bearing the costs of such repairs or replacements according to the following schedule:

Year 1.....	100% parts and labor
Year 2.....	80% parts and labor
Year 3.....	60% parts and labor
Year 4.....	40% parts and labor
Year 5.....	20% parts and labor

Any percentages of parts and labor that are not the responsibility of CAT 5 according to this schedule shall be paid by the purchaser. CAT 5 shall not be obligated to perform any repairs under this Pro-Rated Limited Warranty if, at the time of such repairs, the purchaser is unwilling to pay for the purchaser's percentage of parts and labor. CAT 5 is the only party authorized to make repairs or replacements provided by this Pro-Rated Limited Warranty, and this Pro-Rated Limited Warranty does not apply to repairs or replacements made by any other party.

"Defects in Workmanship" means flaws or problems in the manufacture by CAT 5 of the hurricane shutters, or in the installation by CAT 5 of the hurricane shutters that render the hurricane shutters unable to meet the wind pressure engineering requirements of the 2007 Florida Building Code. "Defects in Workmanship" are NOT flaws or problems caused by modifications to, or work performed on, the hurricane shutters by anyone other than CAT 5. In addition, "Defects in Workmanship" are NOT flaws or problems caused by utilization of the hurricane shutters in a manner not for their intended purposes, or in any unreasonable manner. CAT 5 reserves the right to void this Pro-Rated Limited Warranty, and shall not be obligated to perform any repairs or replacement of the hurricane shutters, in event that work is performed on the hurricane shutters by anyone other than CAT 5, or if the hurricane shutters are used in a manner not for their intended purposes, or are used in an unreasonable manner.

## **This warranty does not include coverage for the following:**

1. Normal wear and tear on painted surfaces, including roll shutters, accordion shutters, and painted storm panels. This includes scratches, scuffs, abrasions, and discolorations as the result of contact with cleaners, detergents, chemical scratches, dents, or abrasion resulting from contact with patio furniture or other foreign objects.
2. Physical damage to storm panels, roll shutters or accordion shutters resulting from contact with flying debris, whether the debris is wind borne as the result of a hurricane or storm or is thrown, pitched, batted or dropped against the shutter.
3. Physical damage to storm panels, roll shutters, or accordion shutters resulting from contact with the wind borne debris of a hurricane, tropical storm, or thunderstorm. These shutters are built to protect your home from these storms, but will not be repaired or replaced under this warranty if damaged as a result of a storm or hurricane. Furthermore, although the shutters are built to protect your home from these storms, this Pro-Rated Limited Warranty does not cover any damage to your home resulting from any storms, even if there is a failure of the shutters to protect your home.
4. Damage to wall anchors, fasteners, concrete block, or masonry resulting from over tightening machine screws or wind-nuts when installing shutters.
5. Galvanized steel storm panels are not warranted against discoloration or surface rust during the warranty period. Every effort has been made to coat the panels to prevent corrosion and we assume no responsibility for corrosion. It is the responsibility of the owner to keep the panels dry and free of contaminants.
6. Mill finish aluminum panels are not warranted against discoloration or corrosion. Aluminum is subject to the corrosive effects of moisture and many chemical compounds beyond our control. It is the responsibility of the owner to keep the panels dry and free of contaminants.
7. Roll shutters are not warranted against damage caused by closing them on objects that bend or otherwise damage the shutter blades. They are also not warranted against damage caused by binding, scraping, or other mechanical damage resulting from failure to lubricate the shutters as outlined in the maintenance section.
8. Accordion shutters are not warranted for damage resulting from failure to clean and/or lubricate the tracks and rollers as indicated in the maintenance section.
9. Shutters are not warranted as security against burglars, vandals, or others who might attempt to enter the premises on which they are mounted. Parties desiring security protection are advised to install security protection devices, such as alarm systems to protect them from intruders. Shutters may act as a deterrent but are not intended to prevent crime. CAT 5 assumes no responsibility for the safety of the occupants of a building equipped with their hurricane shutters.
10. Installation of storm panels, roll shutters or accordion shutters does not guarantee that the windows in the dwelling will remain intact. Shutters are intended to protect the opening, not the glass installed in same. The 2007 Florida Building Code does not mandate that shutters must be installed so that window glass is protected from breakage. CAT 5 assumes no responsibility for damage or injury resulting from glass breakage; including, but not limited to, bodily injury, property damage, or any damage resulting from falling or flying glass.
11. CAT 5 does not assume any liability for any person, object, animal, or conveyance harmed or damaged if a shutter is closed on it or them.

Care must be taken to be sure all obstructions, persons, and animals have been cleared before closing shutters. CAT 5 assumes no responsibility for damage resulting from owner's lack due care when closing hurricane shutters.

12. CAT 5 engineers their shutter products to meet the wind pressure engineering requirements of the 2007 Florida Building Code. CAT 5 assumes no responsibility for damage to their shutter products resulting from wind pressures that exceed the requirements of the 2007 Florida Building Code. CAT 5 assumes no responsibility for incidental damage resulting from the failure of our shutter products resulting from wind pressures exceeding those required by the 2007 Florida Building Code, including, but not limited to bodily injury, or property damage.
13. CAT 5 hurricane shutters are not designed to prevent water damage as a result of rising flood waters or wind borne water in the form of driven rain or wind driven flood water. Shutters manufactured by CAT 5 meet the engineering requirements of the 2007 Florida Building Code and are not required to prevent water intrusion. Cat 5 assumes no responsibility for incidental damage resulting from water intrusion from flood waters or wind borne water intrusion, including, but not limited to, bodily injury, electrical damage, or other property damage.
14. Please note that CAT 5 assumes no obligation to notify the purchaser of the hurricane shutters of any changes in the wind pressure engineering requirements of the Florida Building Code.

EXCEPT AS SET FORTH IN THIS PRO-RATED LIMITED WARRANTY, CAT 5 MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED. FURTHERMORE, CAT 5 SHALL NOT BE LIABLE FOR ANY DAMAGES (WHETHER CONSEQUENTIAL, INCIDENTAL OR OTHERWISE) FOR ANY BREACH OF THIS PRO-RATED LIMITED WARRANTY, EXCEPT FOR CAT5'S OBLIGATIONS TO MAKE REPAIRS OR REPLACEMENTS TO THE HURRICANE SHUTTERS AS PROVIDED BY THIS PRO-RATED LIMITED WARRANTY, AND SUCH REPAIRS OR REPLACEMENTS SHALL BE THE SOLE REMEDY FOR ANY SUCH BREACH BY CAT 5.

*All electric motors are covered by a limited warranty offered by the motor manufacturer:  
See motor manufacturer's warranty for details.*