

# Rainier Yurts

## Limited Warranty

- 1. Warranty.** Rainier Industries Ltd., a Washington corporation warrants, to the first Purchaser only, the Rainier Yurt to be free from defective materials and workmanship, when properly maintained and under normal use and service, for a period of one year following delivery. Should the yurt prove defective within this warranty period, Rainier will repair or replace the defect, at Rainier's option. Rainier does not warrant the fabric used for the yurt. Rather, all fabrics are warranted by the manufacturers of the fabric, and not directly by Rainier. Limited fabric warranties as offered by our suppliers can be summarized as follows:

Heavy duty 28 ounce roof fabric	15 Years
Eagle 19 ounce standard roof fabric	10 Years
Raven 18 ounce standard roof fabric	7 Years
Wall fabrics	5 Years

Fabric warranties generally cover colorfastness, rot and mildew. Fabric warranties are available upon request. Notwithstanding that Rainier does not warrant the fabric, Rainier will, at its election, either pay the labor cost to repair or replace the fabric itself should it fail, during the initial one year period.

- 2. Purchaser's Duties.** The Purchaser shall give written notice to Rainier, of any alleged failure of the structure, seams, or fabric within this limited warranty period, no later than 15 days after the Purchaser learns of such failure.
- 3. Disclaimer and Exclusion of Warranties.** There is no express or implied warranty, representation or condition of any kind (including without limitation warranty of merchantability or of fitness for use) except for the express warranty in paragraph 1 of this Limited Warranty, and no further warranty shall be implied by law.
- 4. Exclusion.** This warranty and all of Rainier's obligations stated herein shall not apply to:
  - (a) any repairs or alterations made without the prior approval of Rainier;
  - (b) any yurt damaged by misuse, abuse, vandalism, or accident, or Act of God;
  - (c) materials, including fabrics, which are subject to warranties, if any, given by the manufacturers thereof. Rainier does not adopt these warranties;
  - (d) clear vinyl windows;
  - (e) exposed wood surfaces that are not maintained;
  - (f) any freight costs to ship product to or from our factory in Tukwila, Washington.
- 5. Limitation of Liability.** It is understood and agreed that Rainier's liability, whether in contract, in tort, under any warranty, in negligence or otherwise, shall be limited to the undertaking set out above in paragraph 1 of this Limited Warranty, and under no circumstances shall Rainier be liable for special, indirect or consequential damages. The price stated for the items purchased is a consideration in limiting Rainier's liability.
- 6. Limitation of Actions.** No action for breach of warranty shall be commenced by the Purchaser more than one year after the accrual of the alleged cause of action.
- 7. Merger.** This written warranty is the complete, final and exclusive agreement of the parties with respect to the quality and performance of the yurt and to any and all warranties and representations related to it.
- 8. No Oral Modification or Waiver.** No modification of this warranty, or waiver of its terms, shall be binding on either party unless approved in writing by both parties.
- 9. Governing Law.** This warranty, and the rights and duties of the parties under it, shall be governed by the laws of the State of Washington.