



At Datum we design, engineer and manufacture our products so that we can control the level of detail required by our distinguished customers. Furthermore, it is because of our experience that we can offer the following industry leading warranties:

- 10 Year Structural Framework: Datum will repair any structural failure caused from workmanship. This warranty excludes all structural failures caused by natural causes or any other reason other than workmanship.
- Paint: Datum will warranty products, at its sole discretion, painted at a Datum facility against flaking (due to workmanship) on 10% or more of the product. This warranty does not include areas where framework was altered, scratched, or penetrated by the customer or a third-party and shall remain in effect for a period of:
  - Standard powder coating
    - One year for projects within one mile of the ocean, salt water canal or other body of salt water.
    - Three years for all other projects.
  - Premium powder coating
    - Two years for projects within one mile of the ocean, salt water canal or other body of salt water.
    - Five years for all other projects.
- All framework painted by a subcontractor, or third party shall carry only the applicator's warranty. Datum offers no extended, implied, or expressed warranties.
- Fabric: Datum purchases only top quality, first run fabrics from industry leading partners. Please refer to the fabric manufacturer and distributor's warranties for details on fabric warranties.
  - Manufacturer: Glen Raven Mills
    - <https://www.glenraven.com/>
  - Distributor: Trivantage
    - <https://www.trivantage.com/>
  - Datum offers no extended, implied, or expressed warranties.

All indirect costs required as part of this warranty including without limitation, airfare, room and board, taxis, rental cars, taxes, duty, labor costs to and from the job site, shipping, etc., are not included in this warranty.

## WARRANTY TERMS

- Datum makes no warranty or representation that the product complies with any applicable state, local or other building code. Not adhering to these codes will void any and/or all warranties.
- This warranty does not include products that are improperly maintained or serviced by a person or entity not authorized by Datum. Datum will not warrant any damage which occurs as a result of contact with any foreign object including, but not limited to, damage which occurs as a result of sudden and severe weather events or other extreme acts of nature, which includes but is not limited to hail or flying/falling debris, that are outside the normal operating parameters as set by the local building code.
- Except as specifically stated above, Datum makes no warranty and specifically disclaims any warranty on items covered by a manufacturer's warranty. In lieu, Datum hereby assigns all manufacturer's warranties to the owner of the products. The warranties herein are in lieu of all warranties expressed or implied.
- Datum specifically disclaims all other warranties, including without limitation, warranty of merchantability or fitness for a particular purpose. In no case shall Datum's liability under this Warranty exceed the amount received by Datum for its work on the project where the products were installed, and further, in no event shall Datum be liable to anyone for any consequential or incidental damages of any kind, express or implied, including without limitation, personal injury, property damage, lost profits or other economic injury. The remedies provided for herein shall be your exclusive remedy. No person, other than an officer of Datum, is authorized to modify or to make any different or additional warranties, and any modification must be in writing signed by such officer.
- Datum assumes no responsibility for improper usage of the labor and materials supplied and Datum will not be responsible for any damages or any expenses incurred by anyone as the result of the misuse or lack of maintenance of the work performed by Datum. All warranties are void by misuse of the product and/or failure to maintain the product.
- Notice of a breach of this warranty must be made in writing addressed to Datum denoting enough detail to permit identification by Datum of the defect. Such notice must be given within 30 days of discovery of the defect. If notice is not given within such period, any claim for breach of warranty shall be deemed to have been waived and Datum shall not be liable with respect to the alleged defect.