



Congratulations on choosing a “Necessories Kit.” These superior-quality outdoor living kits have been designed to give you years of enjoyment and comfort.

IMPORTANT NOTICE: Read this entire Rockwood Retaining Walls, Inc. (“Rockwood”) Limited Warranty and Limitation of Liability (“Limited Warranty”). While your Necessories Kit has been designed for ease of installation, it is important that it be properly installed and maintained in order for it to function successfully throughout the duration of this Limited Warranty. Your Necessories Kit comes packaged with assembly instructions. If you cannot locate the installation instructions, please contact us for another copy. It is also important for you or your installer to carefully review all pertinent technical information, as it is your responsibility or that of your installer or designer to provide any appropriate soil testing or soil preparation to insure a safe and functional application. Please visit www.rockwoodwalls.com for pertinent product information and installation guides.

LIMITED WARRANTY FOR NECESSORIES KITS

If you purchased a Necessories Kit and installed it in the United States, Rockwood warrants your Necessories Kit is free from defects in materials for a period of one year from the date we shipped the kit to the original purchaser. If Rockwood is given Prompt Notice, as defined in this Limited Warranty, it will replace the defective component at no cost to you. Replacement will consist of shipping the replacement component to your home or business. You are responsible for installing the replacement component. Kit components specifically addressed in the following paragraph also are subject to this limited one-year warranty against defects in materials. In some cases we may not be able to offer an identical replacement component. In these cases, we will supply a component of similar design and function. Natural components such as stone, block or brick may vary in color and texture and we cannot guarantee the replacement will match the color and texture of your original component.

COMPONENTS OF YOUR NECESSORIES KIT THAT ARE SUBJECT TO SEPARATE MANUFACTURER WARRANTIES

Your Necessories Kit consists of a number of superior-quality components from a number of our trusted partners and other quality manufacturers. Depending upon your particular Necessories Kit, these separately warranted components may include: (1) pre-cut block, (2) pavers, bricks and edgers, (3) mantles, tops and caps, (4) steel wood-burning inserts, chimneys and access doors, (5) grills, (6) water pumps, (7) steel spillways, (8) steel rings, cooking grates, spark screens and ring caps, (9) light kits, gas log sets, grill covers, cooking grates, and (10) glass kits and glass block. To the extent these fine components are covered by separate manufacturer warranties and we are able to transfer the applicable warranties to you, we do so by way of this Limited Warranty. However, some of the warranties applicable to the components of your Kit may not be transferrable, and, in which case, if we can make the claim on your behalf, we will do so if you follow the claim procedures set forth in this Limited Warranty. The extent of our obligation under this paragraph, however, is to make the warranty claim on your behalf to the extent that we can. It is up to the component manufacturer to respond under its warranty.

LIMITATION OF LIABILITY

This limited warranty sets forth the maximum liability for sale, distribution or use of your Necessories Kit. IN NO EVENT (INCLUDING WHERE THIS LIMITED WARRANTY IS DEEMED NOT TO APPLY TO THE SALE OF PRODUCT IN QUESTION) SHALL ROCKWOOD OR ANY OF ITS DISTRIBUTORS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES RESULTING FROM THE SALE, INSTALLATION OR USE OF YOUR NECESSORIES KIT. Some states do not allow the exclusion or limitation of incidental or consequential damages for consumers, so the above limitation or exclusion may not apply to you.

LIMITATION OF WARRANTY

ROCKWOOD MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.

DISCLAIMER – WHAT THIS LIMITED WARRANTY DOES NOT COVER

Rockwood is not responsible for or makes no warranty as to:

1. Product failure, loss or damage due to:
 - Normal wear and tear;
 - Damage due to improper handling and repeated or extended contact with chemicals, such as deicers;
 - Products improperly installed or maintained;
 - Acts of God;
 - Structural settlement, movement or vibration;
 - Products that have not been paid for in full.
2. Minor imperfections
 - Minor imperfections that do not affect the product’s structural integrity;
 - Variations in product texture or color.
 - Efflorescence;
 - Minor imperfections in shape, appearance, or dimensions covered by ASTM C1372.

CONDITIONS OF WARRANTY – WHAT YOU MUST DO TO RECOVER UNDER THIS LIMITED WARRANTY

Prompt Notice of Defect:

Within the warranty period, you must promptly, and in no case more than sixty (60) days after any defect of other basis of a claim covered by this Limited Warranty is discovered or should have been discovered, notify Rockwood of the defect.

LIMITED WARRANTY CLAIM PROCEDURE

Claims under this Limited Warranty may be made in writing to: Rockwood Retaining Walls, Inc.
325 Alliance Place N.E.
Rochester, MN, 55906

Claims should include the following information:

1. Claimant’s name, address, and phone number and the installation address (if different);
2. A description of the product, purchase price, date and location of purchase, and copies of invoices, if available;
3. A description of the defect(s) (photos are required); and
4. A brief summary of attempts made to address the concerns.

Claims can be submitted at: www.outdoorlivingkits.com/warranty.htm

NO STATEMENT OF USEFUL LIFE

This Limited Warranty is not a statement of the useful life of any Rockwood products.