

# Product Warranty Pergola and Arbor Products

## **Original Owners Limited Warranty**

## for Outdoor Distinctions, LLC Pergola/Arbor Products

#### **COVERED BY THIS LIMITED WARRANTY:**

Outdoor Distinctions, LLC (hereinafter Outdoor Distinctions) warrants to the original purchaser and not any other purchaser, or subsequent owner, that its Pergola/Arbor Product ("Product") is free from defects in material and workmanship including severe splitting, rusting, and corrosion resulting in a loss of Product's structural integrity for a period of five (5) years from date of purchase so long as the Product has never been moved from the original installation location. The original purchase receipt is required as proof of purchase. This limited warranty applies to Product constructed entirely of components manufactured and/or supplied by Outdoor Distinctions and not combined with any other components and installed according to Outdoor Distinctions Installation Instructions for Product.

OUTDOOR DISTINCTIONS'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY IS TO REPLACE THE DEFECTIVE PRODUCT OR COMPONENT THEREOF WITH A NEW OR REFURBISHED PRODUCT OR COMPONENT THEREOF, AFTER OUTDOOR DISTINCTIONS DETERMINES THAT A DEFECT IN MATERIAL OR WORKMANSHIP IS COVERED BY THE LIMITED WARRANTY.

#### OWNERSHIP OF LIMITED WARRANTY:

This limited warranty is nontransferable and can only be enforced by the original purchaser.

#### NOT COVERED BY THIS LIMITED WARRANTY:

Damage from normal wear and tear, expected weathering of product due to but not limited to exposure to vapor or acid rain, chalking, mildew, exposure to harmful chemicals, faulty or improper assembly and/or installation, settlement or failure of any structure on which the product(s) is installed, settlement or soil movement, misuses, abnormal or improper use, accident, alteration, neglect, abuse, abrasion, cosmetic cracks, air pollutants, improper service or installation, impact of foreign objects, or damage caused by flood, wind, hail, lightning, fire, or acts of God are not covered by this limited warranty.

#### **GENERAL CONDITIONS AND EXCLUSIONS:**

THE LIMITED WARRANTY DOES NOT INCLUDE THE COST OF LABOR TO INSTALL THE REPLACEMENT PRODUCT OR COMPONENTS, DELIVERY CHARGES, SALES TAX OR ANY OTHER CHARGES. INSTALLATION OF THE REPLACEMENT PRODUCT OR COMPONENTS INCLUDING ANY COST RELATING THERE TO IS THE RESPONSIBILITY OF THE ORIGINAL PURCHASER. OUTDOOR DISTINCTIONS DOES NOT PROVIDE INSTALLATION SERVICES OR LABOR.

THIS LIMITED WARRANTY IS THE SOLE WARRANTY FOR THIS PRODUCT. ANY OTHER WARRANTY, EITHER VERBAL OR WRITTEN (INCLUDING BUT NOT LIMITED TO ANY VERBAL OR WRITTEN WARRANTIES BY ANY OTHER PERSON OR AGENT), REGARDING THE PRODUCT IS SUPERCEDED BY THIS LIMITED WARRANTY.

(continued)



# Product Warranty Pergola and Arbor Products

### **COVERED BY THIS LIMITED WARRANTY: (Continued)**

IN NO EVENT SHALL OUTDOOR DISTINCTIONS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE PURCHASE OR USE OF THIS PRODUCT OR FOR ANY BREACH OF THIS LIMITED WARRANTY.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS SO THE ABOVE PROVISION MAY NOT APPLY TO YOU. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. THIS LIMITED WARRANTY IS APPLICABLE ONLY TO PRODUCT PURCHASED AND USED WITHIN THE UNITED STATES.

#### **HOW YOU CAN GET SERVICE:**

If you discover a potential warranty issue in relation to your Product during the limited warranty period, please contact Outdoor Distinctions Customer Service at (844) 345-2424. After having a reasonable time to review the original purchase receipt and the potential warranty issue, which may, at Outdoor Distinction's option, include inspection and/or return of the Product or inspection of photographs of the Product, Outdoor Distinctions will determine whether the potential warranty issue is covered by this limited warranty. In the event of replacement under the terms of this limited warranty, the original limited warranty shall apply to the replacement Product/component and said Product/component shall be covered by this limited warranty for the time remaining on the period of five (5) years from the date of original purchase.