

Limited Lifetime Warranty for Structural (thermoset) Fiberglass models sold by PergolaKitsUSA.com

Arbors Direct™ extends the following Limited Lifetime Warranty (the “Warranty”) to “original purchasers” of its materials and components (the “Product”). An “Original Purchaser” is a retailer, distributor, builder or supplier that purchases the Product or the first individual homeowner who purchases the Product from a retailer, distributor, builder or supplier, whether or not the Product has been installed. This Warranty is not transferrable to subsequent homeowners. Arbors Direct™ warrants that the Product, when properly installed, shall be free of manufacturing defects in workmanship and materials under conditions of normal use and service. If the Product fails to perform as warranted, during the associated time periods listed below for each particular Product, as a result of defective material or workmanship and meets the criteria laid forth in this Warranty, Arbors Direct™ will provide replacement parts of those materials that it deems defective after its review. Installation and labor costs are NOT covered under this Warranty. Non-factory-applied finishes are NOT covered under this Warranty. Original Purchasers must look to the warranty or warranties, if any, of the paint manufacturer associated with the paint applied to the Product for recourse as to defects or any other issue concerning applied finishes.

GENERAL CONDITIONS & EXCLUSIONS:

This Warranty is not transferable and is subject to these general conditions & exclusions:

What is not covered:

There are certain conditions or applications over which HB&G Building Products Inc. has no control. This Warranty does not cover defects or problems as a result of such conditions or applications, including but not limited to the following:

- Damage caused by improper installation, use, applications or maintenance.
- Damage caused by environmental conditions or use that exceeds design standards.
- Damage caused by accidents, Acts of God, abuse, vandalism, animal activity or any other external force.
- Damage resulting from mishandling in transit.
- Damages resulting from the failure to apply a finish to any purchased, unfinished Product.
- Damages caused by lack of routine maintenance, including but not limited to painting the product as needed.
- Modifications to the column, such as splitting the column, by anyone, including but not limited to a retailer, distributor, builder, or supplier.
- Normal weathering, chalking, fading, mildew buildup, or the effects of atmospheric pollutants.
- Non-Factory Applied finishes, applied sealants or caulking.
- Installation or labor costs.
- Improper Installation, including but not limited to Installation in violation of building codes.
- Any product not manufactured by Arbors Direct™.
- Damage or distortion to the Product caused by twisting, bowing or other movement of the structure to which the Product is attached.
- Color matching of the Product material and any other Arbors Direct™ Material.

Arbors Direct™ makes no other express warranties, oral or written. By purchasing or using the Product, you agree that you are not relying on any oral statements made by anyone that are in any way contrary to this Warranty. Arbors Direct™ liability shall be limited in all instances to the remedy provided above; that is, the remedy stated above is your sole and exclusive remedy/ Arbors Direct™ shall not be responsible for incidental or consequential damages relating to your purchase or use of the Product.

Statute of Limitations:

No action arising out of any claimed breach of this agreement by seller may be brought by buyer more than Ninety (90) Days after the cause of action has arisen.

Rights May Vary By State:

This warranty gives you specific legal rights and you may have other rights, which vary from state to state. Some states do not allow the exclusions or limitations of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

This warranty is only applicable only in the United States & Canada.

HOW TO GET HELP IF YOU HAVE A WARRANTY CLAIM:

To obtain help with a warranty claim, contact the dealer, distributor or supplier where the Product was purchased. If after thirty (30) days, you have received no response to your complaint, then contact HB&G Building Products Inc., by mail or email: P.O. Box 589, Troy, Alabama, 36082, ATTN: Warranty; or warranty@hbgcompanies.com.

Please include the following in your correspondence:

- The Product, date and place of purchase
- A description of the problem
- Your complete contact information
- Dated proof of purchase (this is REQUIRED to make a claim against HB&G Building Products Inc.)

Once HB&G Building Products Inc., has received your correspondence, we will send you a warranty claim form and an instruction sheet that will list the additional information we will need to address your claim.