

Arbors Direct® Limited Warranties

Arbors Direct extends the following Limited 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 transferable to subsequent owners of the property on which the Product has been installed.

Excepting finishes, which are addressed below, Arbors Direct warrants that when used under conditions of normal use and service and when properly installed in conformance with all Arbors Direct installation instructions and all governing building codes, the Product shall conform to the specifications set forth in Arbors Direct’s published specifications in effect as of the date of shipment by Arbors Direct and shall be free from defects in material and workmanship. Should a Product prove defective after review by Arbors Direct of any claim, Arbors Direct will provide at its discretion replacement parts, repair, or refund of those materials that it deems defective after its review. Installation, delivery and labor costs are **NOT** covered under this Warranty.

Limited Warranty Time Periods:

Product	Single Family Residential	Commercial/MF Residential
cPVC Pergola	25 Years	10 Years
Fiberglass Pergola and Outdoor Living Products	Limited Lifetime	25 Years
Mor-Shade® Canopy and Sail	5 Year	1 Year

Finish:

Arbors Direct warrants that the finish it has applied to the product will be free from defects. When used for its intended purpose, properly installed and maintained according to Arbors Direct’s installation instructions, for a period of 10 years from the date of shipment (a) will not peel (b) will not chip and (c) will not crack. This Warranty does not cover against fade or chalk of the Finish due to normal weathering. Normal weathering means exposure to sunlight and extremes of weather and atmosphere, which will cause any painted surface to gradually fade, chalk or accumulate dirt over time. This Warranty will cover Arbors Direct’s finish against excess color change beyond normal weathering. Excess color change means a change in color of Arbors Direct’s Finish by greater than four (4) delta E units. Arbors Direct shall have the sole discretion to determine whether the Product exhibits excess color change.

Only “finishes” applied by Arbors Direct are covered under this Warranty; for purposes of this Limited Warranty, “finish” means any paint or coating or cap stock applied by Arbors Direct. With respect to any paint or other coating applied to the Product after shipment by Arbors Direct, Original Purchasers must look to the warranty or warranties, if any, of the paint or coating manufacturer of such paint or coating for recourse as to defects or any other issue concerning such post-shipment, applied coatings.

General Conditions & Exclusions:

This Warranty is not transferable and it is subject to the following general conditions and exclusions described below:

What is not covered:

There are certain conditions or applications over which Arbors Direct 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 plant or vine growth, or any other external force.
- Damage resulting from mishandling in transit.

- Damages resulting from the failure to apply and maintain a finish or to properly finish to any Product.
- Damages caused by lack of routine maintenance, including, but not limited to painting and cleaning the product as needed.
- Installations that are not compliant with Arbors Direct's instructions and all governing building codes and common building practices.
- 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, discoloration, mold/mildew buildup, or the effects of atmospheric pollutants or sea spray.
- 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 or structural supports to which the Product is attached.
- Color matching of the Product material and any other Arbors Direct material.

Disclaimer. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF; ARBORS DIRECT MAKES NO WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE WHATSOEVER WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

Entire Agreement. By purchasing or using the Product, you agree that you have not and are not relying on any statement, representation, warranty, or agreement, including any representations, warranties or agreements arising from statute or otherwise in law, except for the warranties and representations expressly contained in this Limited Warranty.

Exclusive Remedy. Arbors Direct's provision of replacement parts is its sole liability and entire obligation under this Limited Warranty; Original Purchaser's remedies shall be limited solely and exclusively to the replacement of defective or non-conforming products. Arbors Direct shall not be responsible for incidental or consequential damages relating to the purchase or use of the Product.

Contractual Statute of Limitations. No action arising out of any claimed breach of this Limited Warranty by Arbors Direct may be brought more than ninety (90) days after the claim has accrued.

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 in the United States & Canada.