

The All Weather Pergola Warranty

Limited Lifetime Warranty

We are glad that you have purchased an All Weather Pergola; we use the highest quality materials and are confident that you will enjoy it for many years to come. We provide you with this limited lifetime material warranty which is subject to the limitations, exclusions and conditions set forth below: The Louvered Roof is warranted to be free from defects in material and operation under conditions of normal wear, subject to the periods and conditions in this warranty: We proudly offer a Limited Lifetime warranty on the louvers against a defect that would affect their intended performance as an effective shading system. The opening system, bearings, brackets, gutter, pivot bar and other metal components are warranted for ten years from the date of completed installation. The motor, electric controls and wiring are warranted for five years from the date of completed installation, subject to the wire connections being protected and to the electric controls being installed in a waterproof box, in accordance with the relevant codes, and protected from water and other weather conditions.

Limitations: All Weather Pergola should have the right to inspect each claim. Therefore avoid any repairs prior to our inspection. Any repairs or alterations to the product prior to manufacturer's inspection may void the warranty. If after the inspection, it is determined that the defect is covered by the warranty, we shall have one hundred and twenty (120 days) to remedy the defect as follows: We, at our own option shall repair, replace or refund the cost of defective product. However we shall not be liable for any packing, shipping, labor, and removal or installation costs to remedy the defective product. The purchaser must pay all applicable shipping, service charges and taxes. Defective Products accepted for warranty compensation become our property. We reserve the right to discontinue and make changes in its products. In the event of a product covered by this warranty is not available, All Weather Pergola should have the right to substitute products that in our discretion are of a comparable grade, quality or price.

Exclusions: This warranty does not cover installation, the qualification of the person installing the product, or any consequences of improper installation or improper cutting of materials or non-factory finish (such as painting the louvers). Metal finish warranties are excluded for installations within 1500 feet of a salt water source. This warranty does not cover damage due to normal weathering, fading, chalking, dirt from birds or other animals' feces, black streaking, water leakage, chemical cleaners, salt, fire, lightning, tornadoes, hurricanes, explosion, damage due to aggressive environmental conditions, vandalism, accident negligence, misuses, improper care, or any act of God beyond the control of All Weather Pergola.

Care and Maintenance: All Weather Pergolas have very little maintenance because of the high quality powder coated finish. You can use mild soap and a soft bristle brush if needed but make sure you hose off any residue. The louvers should be opened and closed on a monthly basis unless snow and ice are present.

Remedies Exclusive: Repair or replacement or refund of defective product in accordance with the limited lifetime warranty shown above shall be the purchaser's exclusive remedy for and shall constitute satisfaction of any and all liabilities of All Weather Pergola with respect to any defect in any product whether based in warranty, contract, tort, negligence, and strict liability or otherwise.

Disclaimer: This warranty only applies to manufacturing defects in the product, and provided subject to the system being installed properly, following manufacturer engineering and the local building codes/requirements and subject to the system components and/or accessories having not been repaired or altered. The owner of the product must keep clear any debris interfering with moving parts and no harsh chemical cleaning products may be used. The warranty begins on the date that the installation is completed on the original retail purchaser's property.

The warranty is transferable to the second homeowner for the duration under the following conditions.

Warranty claims procedures: Any claim under this warranty must be in writing and received by All Weather Pergola within thirty (30) days of discovering a claimed defect, the date of installation, the address of the installed product, the name and the address of the installer and a copy of the invoice for the defective product. The express warranties set forth above are exclusive and in lieu of all other warranties, conditions and terms as to quality or fitness of all products supplied by the seller to the buyer, whether written, oral or implied, statutory or otherwise, including without limitation, any warranties or conditions of merchantability or fitness for a particular purpose, and all such other warranties, conditions and terms are hereby disclaimed and excluded by the Seller. In no event shall the seller be liable for any loss of actual or anticipated profits, loss of anticipated business, cost of substitute products, loss of use or downtime costs or delay claims (whether direct or indirect) nor for any other special, indirect, incidental or consequential damages arising out of or relating to this warranty or the supply of products to the buyer, whether based in warranty, contract, tort, negligence, strict liability or otherwise. No employee or representative of the seller has the authority to make any representation, promise or agreement which in any way varies from the terms and conditions of this warranty.

Warranty Registration (Must be received by email to Info@AWPergola.com within 30 days of completion of installation)

* First Name

*Last Name

*Email

Phone # _____

Ext. _____

Address _____

City _____ St. _____

Zip _____

Authorized Installation Dealer

Installation Completion Date _____

