

## **TEN (10) AND FIVE (5) YEAR LIMITED STRUCTURE WARRANTY**

Berlin Gardens, LLC (“Berlin Gardens”) warrants to the original purchaser that its pavilion, gazebo, and vinyl pergola structure products will be free of original defects in workmanship for a period of **ten (10) years starting on the date of purchase**. Berlin Gardens, LLC (“Berlin Gardens”) warrants to the original purchaser that its wood pergola structure products will be free of original defects in workmanship for a period of **five (5) years starting on the date of purchase**. At its option, Berlin Gardens will repair or replace the product without charge for labor, providing our inspection indicates that an original defect in workmanship exists. Should Berlin Gardens choose to replace the product, and the product is no longer available at the time warranty service is required, a substitute of similar performance and equal or greater value will be made. Synthetic materials used in the product (such as polyethylene and vinyl) may scratch, chip or fade slightly when exposed to sunlight, or stain after prolonged contact with other substances. This warranty does not cover damage caused by improper site or foundation preparation, unauthorized service or repair, alteration of this product, neglect (including, without limitation, failure to paint or stain all unpainted or unstained exposed wood surfaces within sixty (60) days of purchase, failure to properly level or re-level structures after natural settling, or to provide normal maintenance to structures such as painting, staining, caulking, vegetation and mold control), abuse, expansion and contraction due to changes in humidity and temperature, extreme weather conditions, normal weathering, wear and tear on materials such as cracks and fading of wood, rusting fasteners or structural damage due to rusting fasteners, any damage caused by hanging items from the structure (such as hammocks), or any attempt to use the product for other than its customary usage. The foregoing shall not be considered defects in workmanship and are not covered under this warranty. This warranty also does not cover materials or component parts; however, this warranty shall not limit any warranties made by the manufacturer for such items which may extend to you.

### **Dia Shades**

**Aluminum frames** are warranted to be free of original defects in workmanship for a period **five (5) years** of residential use and are not warranted for commercial use. **Powder Coating** on Dia Shades and all other powder coated components on Berlin Gardens Structures is warranted for **two (2) years** against peeling, cracking or blistering. This does not include failure of the powder coat finish due to abrasion, including but not limited to abrasion caused by stacking/leaning/moving against other items or scraping against other surfaces. **Dia Shade Curtain Panels** are warranted to be free of original defects in workmanship and material for a period of **one (1) year** of residential use and are not warranted for commercial use.

### **Curtains**

Curtain Panels are warranted to be free of original defects in workmanship and material for a period of **one (1) year** of residential use and are not warranted for commercial use.

**Berlin Gardens makes no warranties other than those which are specifically described herein. Berlin Gardens makes no implied warranty of merchantability or implied warranty of fitness for a particular purpose.** Some states do not allow limitations of implied warranty so these limitations may not apply to you. In that event, any such implied warranty is limited to that required by law.

Berlin Gardens shall not be liable for incidental or consequential damages, including, but not limited to, lost profits or other economic or commercial losses. The sole remedy provided in this warranty is repair or replacement of this product. Any cost of shipping and handling shall be paid by you. Claims for original defects in workmanship shall be made in writing to Berlin Gardens no later than ten (10) days after the expiration of the warranty period at the following address:

Berlin Gardens, LLC  
PO Box 446  
Berlin, OH 44610  
Phone: (800)-593-3411  
Email: [structureservice@berlingardens.com](mailto:structureservice@berlingardens.com)

Your claim must explain the nature of the original defect and include your name, address and telephone number. In the event of a non-warranty repair, you will receive a written estimate prior to any repair work being performed. This warranty gives you specific legal rights and you may have other rights which vary from state to state. As defined by federal law, this is a limited warranty.

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