



10 YEAR LIMITED WARRANTY

WARRANTY. Subject to the warranty exclusions set forth below, LuxuryBackyardLiving.com LLC (LBL) makes the following warranties on LBL products and their components ("Goods") to the original registered purchaser ("Customer"):

- Goods sold by LBL will be free from material defects in material and workmanship, and will not blister, pit, peel, or delaminate under normal use and service with proper maintenance, as is detailed in the documentation for the Goods, for a period of ten (10) years from the original purchase date.
- Goods that are incorporated into the LBL Goods from manufacturers and suppliers (e.g., skylights, glass, actuators, screens, control boxes, key fobs, and glazing) are covered as provided by the other manufacturer's warranty for the applicable period of time. However, LBL will DOUBLE the duration of the following manufacturer's warranties for a period not to exceed ten (10) years:
 - ◆ LINAK (Techline) Operable Pergola motor (3 years warranty; LBL will cover for 6 years).
- All warranty claims for Goods will be administered by LBL.
- Vinyl window systems will be free from cracking and discoloring with customer's proper maintenance for a period of 10 years.
- Plastic corner connectors, and the function or movement of the Vinyl window systems are warranted for a period of 1 year.

Warranty Exclusion. The warranties provided herein expressly excludes the following:

- Labor, installation, or maintenance services; or oriented strand board (OSB) materials of the LBL Goods
- Except as expressly set forth in the above Section, materials or goods made by manufacturers or suppliers other than LBL which are incorporated into the Goods.
- Any application, configuration, or installation exceeding the capacity of the Goods design or in violation of applicable codes, plans, and specifications; mishandling of Goods; failure to properly incorporate Goods into the building envelope; installation in inappropriate openings or not in conformance with LBL installation instructions, industry installation standards, or good building practices.
- Glass breakage; glass blemishes, scratches, or other imperfections allowable for standard B grade glass under applicable industry standards; or reflection of solar energy (sunlight) off of the Goods.
- Power washing or the use of harsh chemicals such as brick wash, acids, salts, abrasive cleaners, or solvents; acts of god, or any other condition or cause beyond LBL's control.
- Normal wear and tear, including with respect to sealants, door handles, torn and ripped screens, glass breakage, aging, corrosion, weather stripping, and atmospheric conditions, sunlight, and other weathering which may cause discoloring, fading, chalking, or darkening of any colored surface.
- A non-conformity, misuse, neglect, or use of the Goods in a manner inconsistent with the Good's specifications, or use or maintenance directions; Goods or any components of Goods which have been modified, altered, replaced, or otherwise changed; Goods or any components of Goods which have been improperly installed, handled, repaired, or maintained; any substitution of product by Customer or

use outside of published load and size limitations; sources of undue stress, pressure, water, heat, or cold; use or incorporation into the Goods of other materials or goods made by manufacturers or suppliers other than LBL or its direct suppliers; or alterations or modifications of any Good to include materials or goods made by manufacturers or suppliers other than LBL or its direct suppliers.

- Customer shall not reverse engineer or otherwise change the Goods.
- Discontinued parts or products.
- Failure to promptly notify LBL in writing of a non-conformity or warranty claim in accordance herein.
- LBL is not responsible for determining the suitability of its Goods for surrounding building components or wall design.

Warranty Registration. To be eligible to make a warranty claim, Customer must:

- Register its Goods within thirty (30) days of purchase online at www.LuxuryBackyardLiving.com/warranty
- Include product model information and a copy of the applicable sales receipt.

Warranty Claim. Customer must promptly notify LBL in writing of the warranty claim. LBL will then evaluate and communicate with Customer regarding the warranty claim. LBL may request photos or video confirmation of the nonconformance of the Goods. This Warranty covers only Goods confirmed to have a nonconformity to the warranty provided herein. Where product testing occurs, Customer must give LBL prior notice and opportunity to observe, and identify anticipated test methods. Without its prior agreement, LBL shall not be required to respond to testing results or extrapolations to non-tested Goods, nor shall it contribute to the cost of testing. Customer may be asked to return the failed part(s) for replacement. LBL will cover 100% of the cost of the defective components of any Goods that meet the warranty conditions set forth herein. LBL shall, at its exclusive option, either repair the Goods, replace the Goods, or refund, in full or in part, the original purchase price paid by the Customer for each non-conforming Good.

Disclaimers. EXCEPT FOR THE WARRANTIES SET OUT ABOVE, NEITHER LBL NOR ANY PERSON ON LBL'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF (A) MERCHANTABILITY, (B) FITNESS FOR A PARTICULAR PURPOSE, (C) TITLE, OR (D) NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. LUXURYBACKYARDLIVING.COM LLC SHALL HAVE NO LIABILITY FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR PERSONAL INJURY ARISING FROM OR IN CONNECTION WITH THE USE OF ITS GOODS. NO AGENT, DISTRIBUTOR, DEALER, OR OTHER PARTY IS AUTHORIZED TO MAKE ANY WARRANTY ON BEHALF OF LBL OR TO ASSUME ON BEHALF OF LBL ANY OTHER LIABILITY WITH RESPECT TO ITS GOODS. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY LBL OR ANY OTHER PERSON ON LBL'S BEHALF.

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