



## **Manufacturer Warranty Timber Frame Pergola**

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Unless otherwise specified, Atlantic Barn & Timber Co. (the “Manufacturer”) provides a one (1) year limited warranty on its pergola kit products (“Product” or “Products”) covering missing parts, defects in materials and workmanship or damage sustained prior to delivery to the end customer (“Customer”).

Manufacturer’s products are constructed using natural wood and other materials. The delivered Products will include varying amounts of natural color shading, grain, knots, minor cracks and minor warping or other non-structural imperfections, none of which are considered defects and are not covered by this warranty.

Manufacturer’s warranty requires that Customers thoroughly inspect the contents of their Product at the time it is delivered or picked up to ensure that all specified parts have been received and there are no visibly damaged or defective parts.

Manufacturer provides assembly instructions but is not responsible for installation or assembly unless specifically engaged to provide such services, and installation services are not covered by this warranty.

Deviation from Manufacturer’s assembly or installation instructions, alteration of the Product from the engineered drawings, and failure of Customer to perform proper care and maintenance will void this warranty.

### **What Does This Warranty Cover?**

Manufacturer’s warranty covers missing parts, damage sustained prior to assembly or defects that would prevent proper assembly or cause the Product to be unstable once it is assembled. For orders that include shipping, visible damage or missing parts must be indicated on the shipper’s paperwork prior to signing for acceptance of the shipment and must be reported within 7 days of receiving the Product. For orders that are pick up orders, visible damage or missing parts must be indicated at time of pick up prior to signing for acceptance. This warranty will cover excessive warping or structurally unsound cracking of lumber for up to one year from the date you receive your product, provided you have complied with the other provisions of this warranty.

### **How Long Does the Coverage Last?**

This warranty lasts for one year from the date of Product delivery to the Customer.

### **What Will Manufacturer Do?**

For orders that include shipping, manufacturer will replace missing, damaged, or defective parts at no charge (inclusive of replacement shipping costs) and will ensure prompt shipment or delivery of such

parts to the Customer location. Manufacturer will prioritize production and delivery of replacement parts, such that they are shipped within 3 business days of the accepted warranty claim. In certain circumstances, Manufacturer may agree to provide a refund for the cost of missing, damaged, or defective parts.

For pick up orders, Customer is responsible for the replacement cost, including shipping for any missing, damaged, or defective parts that are identified after the order has been picked up.

### **What Does This Warranty Not Cover?**

This warranty does not apply to installation services, nor injury, or certain damage or defects incurred after pick up or delivery, such as may have been incurred during assembly or installation, caused by normal wear and tear, abuse, misuse, or an act of God (such as, but not limited to wind, lightning, tornado, flood), and does not apply to the cost of materials or labor provided by others that may have been incurred by customer for order pick up, assembly, installation, inspection, or other purposes.

Other consequential or incidental damages are not recoverable under this warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

### **How Do I Claim Coverage Under This Warranty?**

In order to be eligible for coverage under this warranty you must (for orders that include shipping): (i) if applicable, indicate visible damage or missing parts on the shipper's paperwork prior to signing for acceptance, and report such visible damage or missing parts to us prior to assembly and within 7 days of receiving your product, (ii) for all other coverage contact us within one (1) calendar year after receiving your shipment, and (iii) send a description of your claim together with Customer information, copy of the shipper's paperwork and pictures of the damage or defective parts to: [info@pergoladepot.com](mailto:info@pergoladepot.com) (call us at 877-563-0002).

In order to be eligible for coverage under this warranty you must (for pick up orders): (i) if applicable, indicate visible damage or missing parts on the manufacturer's paperwork prior to signing for acceptance, and report such visible damage or missing parts at the time of pick up, (ii) for all other coverage contact us within one (1) calendar year after picking up your shipment, and (iii) send a description of your claim together with Customer information, copy of the signed manufacturer's paperwork and pictures of the damage or defective parts to: [info@pergoladepot.com](mailto:info@pergoladepot.com) (call us at 877-563-0002).

### **How Does State Law Apply?**

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.