



# YARDISTRY

## LIMITED WARRANTY

### YARDISTRY LIMITED RESIDENTIAL WARRANTY

Yardistry Limited (“Yardistry”) warrants to the original residential purchaser that all wood components and hardware in its products, under normal residential use and service conditions, will be free from defects in manufacturing and materials for a period of five (5) years from the date of original retail purchase.

If any defect in manufacturing or materials (“defect”) appears in a product within the warranty period, Yardistry will, at its option, either replace or repair the defective product without charge or refund the purchase price of the defective product, provided: (i) the original residential purchaser notifies Yardistry in writing of the claimed defect within thirty (30) days after he or she knows or reasonably should know of the claimed defect, (ii) provides Yardistry with written proof of the date, price and place of purchase and (iii) Yardistry’s examination of the product confirms that the claimed defect actually exists.

Yardistry reserves the right to require that the original residential purchaser (i) provide it with photographs of the claimed defect, (ii) provide access to the product for inspection, and/or (iii) return the product to the original retail seller, prior to disposition of any warranty claim. Upon replacement of the product or payment of the claim under this warranty, the purchaser agrees to properly dispose of any defective product or component in a manner that renders it unusable.

Products repaired or replaced under this warranty are warranted to be free from defects in manufacturing and materials, as set forth above, until the expiration of the original warranty period from the date of initial purchase.

This warranty does not cover, and Yardistry shall not be responsible for, any expense incurred as a result of the removal of defective products or components, the installation of replacement products or components, and/or the removal, realignment, or installation of any associated materials or structures, including but not limited to labor, supplies, tools, painting or staining, and loss of use.

Wooden components of Yardistry products may have cosmetic imperfections and may contain natural characteristics of wood, such as cracking, checking, knots and knot holes. Such cosmetic imperfections or natural characteristics, of any kind or type, that do not materially compromise the structural integrity of the wood product are not defects covered under this warranty.

Normal wear and tear, weathering, including fading of the stain or the color of hardware, corrosion of any type or from any source, surface rust, damage caused by acts of God or the forces of nature, vandalism, damage caused by failure to perform regular inspections and maintenance, damage resulting from misuse, accident or alteration, or as a result of any attachment to the Yardistry products are not defects covered under this warranty. Any products or components that experience

any damage or distortion due to the collapse or settling of the ground or base structure on which Yardistry products are installed are not covered under this warranty.

This warranty also does not cover any Yardistry product or component that is (i) used in a non-residential setting; (ii) used contrary to local building codes; (iii) used as a safety railing for elevated platforms or decks; (iv) used as a load-bearing support for a building, structure, swing or other product; (v) used as a barrier to prevent access to pools, hot tubs spas, or ponds; (vi) used in a structure that traps wind, rain or snow that would create extra load on the product; and/or (vii) improperly installed per Yardistry guidelines.

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, YARDISTRY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY OTHER IMPLIED WARRANTIES, IN LAW OR EQUITY.**

UNDER NO CIRCUMSTANCES WILL YARDISTRY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO STRICT PRODUCTS LIABILITY OR NEGLIGENCE) OR OTHERWISE. YARDISTRY'S AGGREGATE LIABILITY, AND THE PURCHASER'S SOLE REMEDY, WITH RESPECT TO ANY DEFECTIVE YARDISTRY PRODUCT SHALL IN NO EVENT EXCEED THE RETAIL PURCHASE PRICE PAID FOR THE PRODUCT.

IF ANY PROVISION OF THIS LIMITED WARRANTY IS INVALID, VOID OR UNENFORCEABLE IN ANY INSTANCE OR RESPECT, THE UNENFORCEABLE PROVISION WILL BE SEVERED AND REFORMED TO EFFECT THE INTENT OF THIS LIMITED WARRANTY TO THE MAXIMUM EXTENT POSSIBLE, AND THE REMAINING PROVISIONS SHALL CONTINUE IN FULL FORCE AND EFFECT AND SHALL BE ENFORCED TO THE FULL EXTENT PERMITTED BY LAW.

This warranty is non-transferable and the coverage described in this warranty is extended during the warranty period only to the original retail purchaser who owns the Yardistry product on the date of the final disposition of any claim. No representative of the retail seller or installer of Yardistry products, nor any other person or entity, is authorized to modify, extend or vary the warranties, limitations, and remedies in this Yardistry Limited Residential Warranty.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state or province to province. For prompt warranty service call 1-888-509-4382 or contact [support@yardistrystructures.com](mailto:support@yardistrystructures.com)

This warranty shall only be applicable and enforceable in the United States of America and Canada.