

# EVOLUTION STEEL PERGOLAS KITS - 25 YEAR

## LIMITED WARRANTY FOR GALVANIZED AND POWDER COATED COMPONENTS

### INTRODUCTION

Fortress Building Products warrants its Evolution Steel products and accessories to be free from manufacturing defects in materials and workmanship. Furthermore, this limited warranty maintains that this product will retain its structural integrity. The term of this limited warranty is 25 years from the date of purchase to the original purchaser.

This warranty does not cover damages caused by abnormal or improper use, improper product application, shipping damage, accident, alteration, welding, neglect, abuse, vandalism, lawn care equipment damage, abrasion, harsh chemicals, pool water, pool chemicals, chemicals for ice removal, air pollutants, third party attachments such as roofing, swings and hammocks, additions of woody vines such as wisteria, damage caused by flood, fire, or acts of God. Surface fading and surface corrosion from scratches, nicks, and dents are not covered.

This warranty does not cover damages caused by direct contact with salt water or product installed or stored within 1 mile of salt water. Evolution Steel products installed under the surface of, within the flood zone of, or exposed to the constant spraying of any body of water are excluded from this warranty.

Fortress Building Products does not warrant against nor is responsible for any defects caused by improper installation, not following the Evolution maintenance requirements, exceeding design limitations, and/or movement caused by ground settling. This warranty is also void if product is not installed in accordance with local laws and building codes. Rust or corrosion on any surface on or around the frame installation, caused from steel shavings and/or chips left-over from the steel cutting process, is NOT covered by this warranty.

### MAINTENANCE REQUIREMENTS FOR GALVANIZED AND POWDER COATED EVOLUTION STEEL PRODUCTS AND SURFACES:

- As product is installed, all cut ends must be cleaned with a file to remove all burrs and completely covered with a minimum of **(3)** three coats of Fortress Black Sand Touch-Up Paint.
- As the product is installed, remove all debris from inside the parts by holding them vertical and bumping one end against a solid surface. Not removing the debris may cause staining to surrounding surfaces.
- All nicks, scratches, dents, etc. that expose the steel must be completely covered with a minimum of **(3)** three coats of Fortress Black Sand Touch-Up Paint.
- If rust occurs on the surface, it must be cleaned and painted. To clean the rusted area, sand the affected surface with 400 grit sandpaper and apply **(3)** three coats of Fortress Black Sand Touch-up Paint.
- During installation and any subsequent alterations, all steel shavings and/or chips resulting from the cutting process must be removed from the job site. Not removing steel shavings and/or chips could result in the staining of surrounding surfaces.

- Ensure all construction materials such as concrete, plaster, and paint splashes are removed immediately before they have a chance to dry. Failure to remove these materials may cause damage to the galvanized and powder-coated surfaces.
- Do not use strong solvents such as thinners, or solutions containing chlorinated hydrocarbons, esters, or ketones. Abrasive cleaners or cutting compounds cannot be used.

To file a warranty claim, the consumer purchaser must complete the proper paperwork, which can be found and submitted at <https://fortressbp.com/warranty-claim-form>. If there are questions, Fortress Building Products can be contacted directly via phone at 1-866-323-4766. The consumer purchaser will be notified by Fortress Building Products as to whether the warranty claim is approved or denied.

## CONDITIONS AND EXCLUSIONS OF THIS WARRANTY

THE AMOUNT OF YOUR RESTITUTION WILL NOT INCLUDE LABOR TO REMOVE EXISTING COMPONENTS OR INSTALL THE REPLACEMENT COMPONENTS, SHIPPING CHARGES, SALES TAX, OR ANY OTHER CHARGES, NOR IS FORTRESS BUILDING PRODUCTS REQUIRED TO PROVIDE SUCH LABOR OR SERVICE.

The proration schedule below applies to all Galvanized and Powder Coated Evolution Steel products:

1-7 Years	100% Replacement
8-14 Years	80% Replacement
15-20 Years	70% Replacement
21-25 Years	60% Replacement

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES. FORTRESS BUILDING PRODUCTS MAKES NO OTHER EXPRESS WARRANTIES AND DOES NOT AUTHORIZE ANY OTHER PERSON OR AGENT TO MAKE ANY OTHER EXPRESS WARRANTIES. FORTRESS BUILDING PRODUCTS NEITHER ASSUMES NOR AUTHORIZES ANY OTHER LIABILITY OR OBLIGATION IN WARRANTY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THIS PRODUCT. IN NO EVENT SHALL FORTRESS BUILDING PRODUCTS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE PURCHASE OF OR THE USE OF THIS PRODUCT FOR ANY BREACH OF WARRANTY.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regards to its conflict of laws. Any legal action arising out of the Agreement shall be litigated and enforced under the laws of the State of Texas. In addition, you agree to submit to the jurisdiction of the courts of the State of Texas, and that any legal action pursued by you shall be within the exclusive jurisdiction of the courts in the State of Texas, U.S.A.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.