# **Warranty Policy**

#### WHAT DOES THIS WARRANTY COVER?

Warrants to the original purchaser, that our products are free from defects in material and workmanship providing the products were utilized according to our specifications. This warranty is limited to the terms and conditions, requirements, and legal's rights as expressly outlined in this document.

#### **HOW LONG DOES THE WARRANTY LAST?**

Planters Collection are backed by a 2-year limited warranty against defects in material and workmanship as described within this warranty document.

### WHAT IS NOT COVERED UNDER THE WARRANTY?

- 1. Any post-delivery modifications to any product will void this warranty. Examples of such modifications include, but are not limited to, the following: field trimming of Planters, applying post-delivery finishes of any kind while within the paint finish warranty term, and product uses that are atypical from that of a normal Planter.
- 2. will not be responsible for fading due to weathering of external painted surfaces. Such fading, including any reduction in gloss level is considered normal and expected.
- 3. will not be responsible for fading or peeling of paint on the inside surfaces of the planter, due to weathering or consistent surface contact with moist soil.
- 4. In the event of any warranty claim, will not be responsible for any subcontractor or labor charges associated with the return of affected Planters or Planter hardware under any circumstances.
- 5. The following are not considered defects in material and workmanship: small hairline surface or edge "checks" which are common in exterior millwork and generally cannot be avoided; slight witness lines around raised panels and louvers; etc.

## **GENERAL WARRANTY PROVISIONS**

- 1. All warranties are non-transferable and are extended only to the original owner(s).
- 2. will not be held responsible for damages resulting from accidental or intentional acts, atypical product usage that is not in accordance with the recommended method or from repairs or modifications.
- 3. The original owner(s) shall have the burden of establishing to reasonable satisfaction both the identification of the product purchased and the date of purchase of the same for all claims made.
- 4. will not be responsible for damages exceeding in value the original net purchase price of the products excluding shipping, handling, and sales tax (if applicable).
- 5. In the event of a claim during the warranty period, at its sole option will either:

- (a) repair or replace the warranted product(s)
- (b) refund to the purchaser a sum equal to the actual price paid for the product (less shipping and handling charge; sales tax paid).
- 6. This warranty will not cover claims for the following:
- (a) damage to or failure of a warranted product resulting from acts of the purchaser
- (b) damage to or failure of the product resulting from unreasonable use.
- 7. must be allowed a reasonable opportunity and notification to determine and fulfill its obligations under this warranty before the purchases or others make any repairs to the product.
- 8. OTHER THAN THE EXPRESS WARRANTIES HEREIN, MAKES NO OTHER WARRANTY AND HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY AND MAKES NO IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE OBLIGATIONS AND LIABILITIES OF UNDER THIS WARRANTY OR UNDER ANY IMPLIED WARRANTY WHICH IS APPLICABLE DESPITE THE PRECEDING DISCLAIMER ARE IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES INCLUDING, WITHOUT LIMITATION, LIABILITY FOR INCIDENTAL CONSEQUENTIAL AND/OR ANY OTHER DAMAGES BASED UPON ANY THEORY OR RECOVERY AT LAW OR IN EQUITY INCLUDING SPECIFICALLY ANY THEORY OR NEGLIGNECE, BREACH OF CONTRACT, BREACH OF WARRANTY, OR STRICT LIABILITY.