

Healthy Roots Limited Warranty

Healthy Roots Pergolas are covered by a 10-Year Limited Residential

Limited Residential Warranty

Healthy Roots, Inc. (hereinafter "HRP") warrants to the original residential purchaser ("Purchaser") that, for a period of ten (10) years from the date of original purchase, under normal residential use and service conditions, a Healthy Roots Pergola shall be free from material defects in workmanship and materials, and shall not suffer damage from rot or splinter to the point of structural component failure.

If a defect occurs within the warranty period, Purchaser shall notify HRP in writing and, upon confirmation by an authorized HRP representative of the defect, HRP's sole responsibility shall be, to replace the defective item.

This warranty may be transferred one (1) time, within the five (5) year period beginning from the date of original purchase by the Purchaser, to a subsequent buyer of the property upon which the HRP products were originally installed.

Claims and Remedies

To make a claim under this limited warranty, Purchaser, or any transferee, shall send to HRP, within the warranty period referred to above, a description (photos) of the claimed defect and proof of purchase, to the following address:

Healthy Roots

809 Glenwood Lane

Glenview, IL 60025

No person or entity is authorized by HRP to make and HRP shall not be bound by any statement or representation as to the quality or performance of HRP workmanship other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by HRP and Purchaser.

UNDER NO CIRCUMSTANCES WILL HRP BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ACTS OF GOD (FIRE, STORM DAMAGE, VANDALISM or ALTERATIONS performed by resident) WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND HRP'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

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. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state. This warranty shall only be applicable and enforceable in the United States of America.