

Trex® Pergola™

LIMITED WARRANTY

Limited Residential Warranty

Home & Leisure, Inc. (hereinafter "HLI") warrants to the original residential purchaser ("Purchaser") that, for a period of twenty-five (25) years from the date of original purchase, under normal residential use and service conditions, a Trex® Pergola™ shall be free from material defects in workmanship and materials, and shall not suffer damage from termites or fungal decay, crack, rot, rust, or splinter to the point of structural component failure. If a defect occurs within the warranty period, Purchaser shall notify HLI in writing and, upon confirmation by an authorized HLI representative of the defect, HLI's sole responsibility shall be, at its option, to either replace the defective item or refund the portion of the purchase price paid by Purchaser for such defective item (not including the cost of its initial installation).

For purposes of this warranty, a "residential purchaser" shall refer to an individual residential homeowner at the time that the pergola is installed.

This warranty shall not cover and HLI shall not be responsible for costs and expenses incurred with respect to the removal of defective HLI products or the installation of replacement materials, including but not limited to labor and freight.

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 HLI products were originally installed.

Limited Commercial Warranty

Home & Leisure, Inc. (hereinafter "HLI") warrants to the original end-user commercial purchaser ("Purchaser") that, for a period of ten (10) years from the date of original commercial purchase, under normal commercial use and service conditions, a Trex® Pergola™ shall be free from material defects in workmanship and materials, and shall not suffer damage from termites or fungal decay, crack, rot, rust, or splinter to the point of structural component failure. If a defect occurs within the warranty period, Purchaser shall notify HLI in writing and, upon confirmation by an authorized HLI representative of the defect, HLI's sole responsibility shall be, at its option, to either replace the defective item or refund the portion of the purchase price paid by Purchaser for such defective item (not including the cost of its initial installation).

For purposes of this warranty, a "commercial purchaser" shall refer to any purchaser other than an individual residential homeowner.

This warranty shall not cover and HLI shall not be responsible for costs and expenses incurred with respect to the removal of defective HLI products or the installation of replacement materials, including but not limited to labor and freight.

This warranty may be transferred to subsequent buyers of the property upon which the HLI products were originally installed.

Claims and Remedies

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

Home & Leisure, Inc.
3300 Dill Smith Drive
Fredericksburg, VA 22408

HLI does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any condition attributable to: (1) improper installation of HLI products and/or failure to abide by HLI's installation guidelines, use of HLI products beyond normal residential use, or in an application not recommended by HLI's guidelines and local building codes; (2) movement, distortion, expansion and contraction, or collapse or settling of the ground or the supporting structure on which HLI products are installed; (3) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), staining from foreign substances (such as dirt, grease, oil, etc.), or normal weathering (defined as exposure to sunlight, weather and atmosphere which will cause any colored surface to gradually fade, flake, chalk, or accumulate dirt or stains); (4) variations or changes in color of HLI products; (5) improper handling, storage, abuse or neglect of HLI products by Purchaser, the transferee or third parties; or (6) ordinary wear and tear.

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

UNDER NO CIRCUMSTANCES WILL HLI BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND HLI'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 and Canada.

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