



Limited Lifetime Residential Warranty

Nexan Building Products, Inc. ("Nexan") warrants the product known as Coolbreeze™ aluminum pergolas ("Pergola"), to the original purchaser ("Purchaser"), when installed at a single family residence, during the lifetime of the product under normal use and service conditions. Nexan will replace or repair, at its option, any portion of the Pergola found to be structurally defective. Nexan guarantees that it's Pergola and fit for outdoor use. Nexan does not warrant against and is not responsible for any condition attributable to: (1) improper installation of Nexan's Pergola and/or failure to abide by Nexan's installation guidelines; (2) use of Nexan's Pergola not recommended by Nexan's guidelines or local building and/or safety codes; (3) distortion, settling, unevenness, or collapse of the ground or the supporting structure on which Nexan's Pergola is installed; (4) minor variations or changes in color of Nexan's Pergola; (5) any act of God (such as hurricane, lightning, earthquake, etc.), environmental condition (such as mold, mildew, pollution, etc.), or staining from foreign substances (such as oil, grease, dirt, food, etc.); (6) misuse, abuse, neglect, improper handling or repair of Nexan's Pergola by Purchaser or third parties. (7) This warranty shall not cover and Nexan shall not be responsible for cost and expenses incurred with respect to the removal of incorrectly installed Pergola or installation of defective Pergola. Nexan specifically disclaims any implied warranties associated with this product including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. This agreement is the entire agreement of the parties' regarding warranties and can not be altered in any way by dealers or sales representatives.

Any Purchaser seeking remedies under this warranty must notify Nexan in writing at the address listed below, within 30-days after discovering a possible warranty claim of the Pergola, and before beginning any permanent repair.

Nexan must be given a 60-day opportunity to inspect the Pergola. Upon reasonable notice, the Purchaser must allow Nexan's personnel to enter the property and the structure on which the Pergola products are installed for inspection.

To make a claim under this limited lifetime warranty, Purchaser shall send to Nexan, a description of the claimed defect and proof of purchase to the following address:

Nexan Building Products, Inc.
1213 26th Street SW
Cullman, Alabama 35055