

## **PERGOLAS.AE FIXED ALUMINIUM PERGOLA LIMITED WARRANTY**

*Congratulations on purchasing a Fixed Aluminium Pergola from Pergolas.ae (a Safety Screens Aluminum Installations LLC brand), a leading provider of outdoor living products including shade sails, pergolas, security screens and insect screens. Each of our fixed Pergolas are custom designed and built to each individual requirement to ensure a perfectly designed and great looking structure. We take pride in providing outdoor living products that are functional and enhance the lives of our fellow UAE residents and commercial clients.*

### **Warranty Terms** (correct as at 20 April 2021)

The warranty applies solely to the original purchaser and is valid if any Pergolas.ae Fixed Pergola product is found defective in materials or workmanship that results in failure during normal usage. Other pergolas such as those manufactured by Winsol, or those with mechanical parts such as electric motors, are covered by a separate warranty. The duration of this warranty begins on the date of installation and extends for the following period:

- Ten (10) years on the aluminium structure against structural failure or defects in materials or workmanship.
- Three (3) years on the powder coating against deterioration due to exposure of ultraviolet light.
- One (1) year on all other materials not covered above.

In the event the product fails within the parameters of this warranty, Pergolas.ae will repair the fault or replace the product as required within the warranty period.

### **How do I make a Warranty claim?**

Simply contact us in writing by email or WhatsApp and, where possible, provide a photo or video of the affected product. Further instructions regarding the warranty process will be communicated either by phone, email or WhatsApp. Pergolas.ae reserves the right to confirm warranty non-compliance before repairing or replacing the product. Verification of ownership is required to keep your warranty intact for any future warranty claim.

### **What is not covered by the warranty**

Damage from cleaning or chemical use other than those previously recommended by Pergolas.ae is not covered by the warranty. Damage from fire, explosion, liquid submersion, discoloration, surface scratches is not covered under the warranty; nor is damage wilfully caused, damaged caused by vandalism, damage sustained through modification; damage through exposure to excessive heat surfaces including but not limited to naked flame or smoke, hot cooking utensils; damage caused to the structure by inadequate maintenance i.e. failure to routinely remove dirt, dust and debris from the Pergola, or failure to provide adequate drainage around the footings; inappropriate, non-fair wear and tear, or negligent use of the structure. Damage caused by natural conditions such as earthquake, tsunami, hurricane, flood, and hail are not covered by this warranty. Movement, distortion, expansion and contraction, or collapse or settling of the ground

or the supporting structure on which Pergolas.ae products are installed are not covered by this warranty. Any changes to community design rules and regulations, or the change in interpretation of community design rules and regulations, are not covered by this warranty. Non-payment of accounts within 10 days of job completion may void the warranty unless specifically agreed to by Pergolas.ae (a Safety Screens Aluminum Installations LLC brand).

**No other express Warranties**

The Limited Warranty set forth herein constitutes the entire express warranty and representation of Pergolas.ae (a Safety Screens Aluminum Installations LLC brand) with regard to its aluminium fixed pergola products. This Limited Warranty shall be controlling over any conflicting terms and conditions of any purchase orders, contracts or invoices which may be executed in connection with the purchase of Pergolas.ae products. No representation or warranty made by any Pergolas.ae distributor, dealer, agent, representative or employee shall be binding to you or Safety Screens Aluminum Installations LLC other than as set forth herein.