

WESTERN TIMBER FRAME
25 YEAR
LIMITED WARRANTY

WHAT WE GUARANTEE:

- Western Timber Frame, Inc. (“we” or “us” or “our”) warrants to you, the Purchaser (listed below) for 25 years that all timbers manufactured by us are free from defects resulting directly from the manufacturing process.
- We warrant the structural soundness of materials incorporated into the designs of the structure provided that the structure is constructed in accordance with our plans, specifications, and guidelines.

PURCHASER _____

WHAT WE DO NOT GUARANTEE:

- damage resulting from acts of God, vandalism, abuse, negligence, accidents, improper handling, assembling, maintenance or alterations, or any other external force;
- damage resulting from wood destroying insects at any stage of development in the timbers, structural timbers, or other wood materials;
- wood cell damage resulting from decay fungus;
- non timber items (warranties, if any, for any other materials included with our kits, packages, or optional items (e.g., screws, lags, other hardware, etc..) are warranted by their respective manufacture if at all);
- perfect wood aesthetic (natural wood warp, twists, or spots may appear to be damage but are actually natural flaws in the timber; remember, changes in wood timbers will occur over time as part of the natural aging process, this is normal);
- color consistency on wood beams due to naturally occurring variations in grain, hardness, and/or shipping conditions (regular staining and touchups will help to protect color consistencies and good wood surface);
- labor, installation, shipping, or removal costs of replacement materials, or removal costs of stone, curtains, etc, or anything that needs to be removed to replace a timber.

LIMITATIONS OF LIABILITY:

- this timber components warranty is expressly in lieu of all other warranties expressed or implied, including the warranties of merchantability and fitness for a particular use;
- our maximum liability under this warranty is limited to the original purchase price of the defective timber; however, we may choose instead to replace or provide a suitable substitution of any timber that proved to be defective as outlined above. Any replacement or substitution will be made within a reasonable time after the required notice is given;
- by making a claim under this warranty, you waive any alleged incidental or consequential damages that may have occurred;
- this timbers warranty is conditioned upon timbers being installed within twenty (20) days of receiving timbers from us or a distributor; any action for breach of timber warranty must be commenced within on (1) year from the date the breach is discovered or should have been discovered. If the timbers have not been installed within 20 days, this warranty is void.
- this is an integrated, contractual agreement; in other words, NO PERSON OR ENTITY INCLUDING BUT NOT LIMITED TO ANY DEALER OR SALES PERSON REPRESENTING US IS AUTHORIZED TO MAKE ANY WARRANTIES EXCEPT AS PROVIDED HEREIN.

Exception:

- the warranty is only effective for a single installation. If the pergola is ever disassembled, the warranty is void.

MISCELLANEOUS ITEMS:

This warranty shall be interpreted and enforced in accordance with the laws of the state of Utah; venue shall be Utah County, Utah; any disputed claims arising under this warranty shall be first submitted to arbitration in Lehi, Utah. The purchaser shall give us prompt written notice detailing the exact nature of your warranty claim, mailed directly to the National Headquarters of Western Timber Frame, 181 S. 1200 E. Suite B Lehi, Utah 84043.

IN ORDER TO BE EFFECTIVE, THE BELOW CARD MUST BE COMPLETED AND MAILED WITHIN THIRTY (30) DAYS AFTER INSTALLATION TO Western Timber Frame, Inc., 181 S. 1200 E. Suite B, Lehi, Utah 84043:.

PURCHASER _____

ADDRESS _____ CITY _____

Date of Purchase _____

Date timber kit arrived _____

Date timber kit was installed _____

Distributor or Sales Person _____

Warranty Confirmation # (from website) _____

Gazebo ___ Pavilion ___ Arbor ___ Trellis ___ Pergola ___ Other ___