

Patio Roof Riser Limited Warranty

Effective Date: April 17, 2018

Patio Roof Riser is a trademark of Woodstone Structures, LLC.

Patio Roof Riser ("PRR") is a hardware product ("product") intended for use with construction of elevated patio coverings. PRR is manufactured by Woodstone Structures, LLC ("Woodstone"). This Limited Warranty applies to all PRR products purchased after the effective date while this Limited Warranty remains in effect. All future purchases of products are subject to the terms of the Limited Warranty in effect as of the purchase date. This Limited Warranty must be read in conjunction with all applicable General Notes, General Instructions for the Installer, and Terms & Conditions of Sale, along with any other information or specifications published by Patio Roof Riser or Woodstone available on the www.patioroofriser.com website ("Website") or on the product package, label or product manual (collectively, "Patio Roof Riser Documentation"). All applicable Patio Roof Riser Documentation must be carefully reviewed before using any Product. Patio Roof Riser warrants, to the original purchaser only, that each **product will be free from substantial defects in materials, manufacturing and design if properly specified, installed, and maintained, and when used in accordance with the design limits and the structural, technical, and environmental specifications provided by your legal (Site Specific) licensed engineer, and approved by your (Site Specific) designated building code regulatory official.**

This Limited Warranty is void and does not apply to any (a) Product purchased from an unauthorized dealer, retailer or distributor, (b) Product deterioration or damage due to environmental conditions or inadequate or improper handling, transportation, storage or maintenance, (c) Failure or damage caused by improper installation, application, or preparation, (d) Use of this Product without the installer obtaining (site specific) engineering and approval from (site specific) designated local building code enforcement official. (e) Normal wear and tear, (f) Product that was subjected to negligence or excessive or improper use, including any use not in accordance with Documentation, (g) Failure or damage caused by the building site, foundation, or any third-party products, building materials or components, (h) Failure or damage caused by use of a Product in a structure that has a design or other defect or that does not comply with all applicable building codes, laws, rules and regulations, (i) Modified Product, or any nonstandard use or application of a Product, (j) Failure or damage caused by termites or other wood destroying organisms, animal or insect activity, wood fungal decay, rot, mold, mildew, exposure to chemicals or other hazardous substances, a corrosive environment or materials, inadequate moisture protection, or premature deterioration of building materials, (k) Failure or damage caused by an act of God, including any hurricane, earthquake, tornado, lightning, ice, snow, high wind, flood or other severe weather or natural phenomena, (l) Installation workmanship or services, including any failure or damage caused by installation of any Product by any person other than a Patio Roof Riser employee, whether or not in accordance with the Patio Roof Riser Documentation, or (m) Failure or damage caused by the gross negligence, willful misconduct, or other acts or omissions of the builder, general contractor, installer or any third party, including the building owner. Notwithstanding the foregoing, Woodstone and Patio Roof Riser disclaims and does not provide any warranty related to the design of any custom-order or non-catalog Product.

Although Products are designed for a wide variety of uses, Woodstone and Patio Roof Riser assumes no liability for confirming that any Product is appropriate for an intended use, and each intended use of a Product must be reviewed and approved by qualified professionals. Each Product is designed for the load capacities and uses listed in PRR Documentation, subject to the limitations and other information set forth in PRR Documentation.

Due to the particular characteristics of potential impact events such as earthquakes and high velocity winds, the specific design and location of the structure, the building materials used, the quality of construction, or the condition of the soils or substrates involved, damage may nonetheless result to a structure and its contents even if the loads resulting from the impact event do not exceed Patio Roof Riser specifications and the Products are properly installed in accordance with applicable building codes, laws, rules and regulations. This Limited Warranty does not apply to cosmetic defects, including discoloration.

Product demonstrations, training, operator examinations and similar services provided by PRR are based on Patio Roof Riser present knowledge and experience, are conducted for illustrative or instructive purposes only, do not constitute a warranty of Product capabilities, specifications or installation and do not modify the applicable Limited Warranty set forth herein.

Woodstone and Patio Roof Riser assumes no liability for any representations or statements made as part of such Product demonstrations, training, operator examinations or other similar services. In the event of any inconsistency between any information provided during any such demonstration or service, and the information in any applicable PRR Documentation, the information in the Patio Roof Riser Documentation shall govern. In the event of any inconsistency between any information provided on the Website, and the information in any other Patio Roof Riser Documentation, the information on the Website shall govern.

ALL WARRANTY OBLIGATIONS OF WOODSTONE AND PATIO ROOF RISER SHALL BE LIMITED, AT WOODSTONE'S AND PATIO ROOF RISERS'S ABSOLUTE DISCRETION, TO EITHER REPAIRING THE DEFECTIVE PRODUCT OR PROVIDING A REPLACEMENT FOR THE DEFECTIVE PRODUCT. THIS REMEDY CONSTITUTES WOODSTONE'S AND PATIO ROOF RISER'S SOLE OBLIGATION AND LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF PURCHASER AND, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCLUDES ANY LABOR OR OTHER COSTS INCURRED IN CONNECTION WITH A WARRANTY CLAIM. **PURCHASER ASSUMES ALL RISK AND LIABILITY ASSOCIATED WITH ANY USE OF THE PRODUCT, INCLUDING BUT NOT LIMITED TO SUITABILITY FOR ITS INTENDED USE.**

THE LIMITED WARRANTY HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, AND, WHERE LAWFUL, WOODSTONE AND PATIO ROOF RISER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR TRADE USAGE. IN NO EVENT WILL WOODSTONE OR PATIO ROOF RISER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OR DIRECT OR INDIRECT LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE, DEATH AND PERSONAL INJURY. PATIO ROOF RISER'S ENTIRE LIABILITY IS LIMITED TO THE PURCHASE PRICE OF THE DEFECTIVE PRODUCT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR 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 WHICH VARY FROM STATE TO STATE.

To obtain warranty service, you must contact Patio Roof Riser at 136 42nd st. Springfield, OR patioroofriser@gmail.com 541.246.8099 , regarding any potential claim, no later than sixty (60) days after you discover the potential claim. Upon request by PRR, you must provide PRR with: (a) proof of purchase and written records evidencing, in reasonable detail, the date and manner of installation, application, preparation of the Products, as applicable, (b) a reasonable opportunity to inspect the site where the Product was installed, and (c) samples of the Products from the actual installation in sufficient quantities in order for PRR to perform testing to determine whether or not the Product failed as set forth herein. PRR may, in its absolute discretion, request that you return the allegedly defective Products to PRR, in which case PRR will issue a Return Materials Authorization (RMA), which must be completed and returned to PRR with the Product. PRR is not responsible for any costs or expenses incurred in connection with any inspection (other than by Simpson employees) or in connection with the return of Products to PRR, but PRR shall bear all costs and expenses incurred in connection with the shipment of replacement Products in the event that PRR determines that the Product should be replaced in accordance with this Limited Warranty. If PRR elects to repair or replace the Product, PRR shall have a reasonable time to do so.

No one is authorized to change or add to this Limited Warranty. If at any time Woodstone does not enforce any of the terms, conditions or limitations stated in this Limited Warranty, Woodstone shall not have waived the benefit of said term, condition or limitation and can enforce it at any time. This Limited Warranty is extended only to the original purchaser and is not transferrable. It is not intended nor shall it be construed to create rights in any third party.