

2 YEAR LIMITED WARRANTY



WARRANTED PRODUCT: ARBORIA GARDEN STRUCTURES

To the original owner of the product described above, **LWO Corporation** (manufacturer) warrants that the product will be free of defects resulting from improper materials or manufacture for a period of two (2) years from the date of retail purchase.

LIABILITY

The sole responsibility of LWO Corporation for breach of this limited warranty is the repair or replacement of product purchased, or in-kind replacement when product is no longer available. In no case is LWO Corporation liable for costs, materials or labor relating to or resulting from the installation or use of the warranted product, or any consequential or other damages. This limited warranty does not cover product exhibiting excessive wear and tear. LWO Corporation's maximum liability is equal to the original cost of the warranted product.

COVERED PARTIES

This warranty covers only the original owner or purchaser of the product, where the product is used or installed within the United States of America. Product installed in other regions may be covered with written approval of LWO Corporation. This warranty is NOT assignable or transferable via direct, indirect or any other means.

NOTIFICATION PROCESS

Notification of potentially qualified claims must be made in writing within 26 months of original purchase date and within 3 months of date defect is recognized, by emailing sales@arboria.com, by US Mail addressed to LWO Corporation; Attn: Warranty; 3841 N Columbia Blvd; Portland, OR 97217, or by telephone at 503-286-5372. The owner must provide LWO Corporation with proof of purchase, in the form of original or scanned original purchase receipt AND photographic documentation of the defect claimed ('jpg' or 'pdf' file types, under 8 mb combined size, if emailing), along with a statement of the owner's desired resolution, the date the defect was first recognized, and the owner's contact information. Any claim not containing all of this required information is invalid. LWO Corporation will evaluate all properly submitted claims and respond with EITHER a determination of the outcome to the claim, OR a request for additional documentation. Failure to provide LWO Corporation with the requested additional documentation within the timeframe specified in this request will invalidate the claim. Additional documentation may include a requirement for return of the physical product of which the claim has resulted. LWO Corporation is not liable for any freight or other costs incurred to complete a request for additional documentation or product return.

The owner should retain a copy of this document and other supporting documents when filing a claim. LWO Corporation is not responsible for return of any claim related materials, product or documentation.

EXCLUDED FROM COVERAGE

LWO Corporation does NOT cover under warranty any conditions other than defects in materials or manufacture of the product. In addition, this warranty EXCLUDES product used or installed as described by the following:

1. Product not installed in accordance with manufacturer's installation instructions, when installation instructions are available.
2. Product exposed to ground contact.
3. Product installed with substandard workmanship.
4. Product which has not been maintained in a reasonable manner as stated on the manufacturers website, www.arboria.com.
5. Product left unfinished, when finishing treatment is recommended by the manufacturer.
6. Product that has been damaged after purchase or installation.
7. Product exposed to unusual weather conditions or disasters which may include, but are not limited to earthquakes, hurricanes, tornados, tsunamis, flooding, lightning strikes, fire, prolonged heat exceeding 100°F, prolonged cold below 0°F, or winds exceeding 65 miles per hour.
8. Product exposed to excessive horizontal or vertical force, or excessive weight.
9. Product exposed to chemicals not intended for use on wood products.

No employee, agent or representative of LWO Corporation, or any other party, has the authority to assume additional responsibilities which are not explicitly defined by this warranty unless the agreement is in writing and signed by an official representative of LWO Corporation management. This warranty may be CANCELED OR SUSPENDED by LWO Corporation under any circumstances which match or approximate the exclusions in the numbered list above.

LIMITATION RELATING TO DAMAGES, JURISDICTION, MEDIATION AND CHOICE OF LAW

All implied warranties are limited to the duration of this Limited Warranty—2 years. In NO event shall LWO Corporation be liable for any CONSEQUENTIAL OR INCIDENTAL DAMAGES of any sort, including court or legal fees. All parties agree, as a condition precedent to litigation, any dispute relating to the terms of this warranty shall be first submitted to mediation before a mediator acceptable to LWO Corporation in a location chosen by LWO Corporation. The parties agree that the State of Oregon has exclusive jurisdiction over any lawsuits relating to this limited warranty, and the purchaser of the warranted product expressly consents to jurisdiction by Oregon courts. The parties further agree that any lawsuit relating to this limited warranty shall be filed in the United State District Court for the District of Oregon, or if that court lacks jurisdiction, Multnomah County Circuit Court. All parties irrevocably consent to the jurisdiction and venue of these courts. This limited warranty shall be governed by the laws of the State of Oregon, without regard to principles of conflict of laws.

Certain states do not allow limitations on or the exclusion of consequential or incidental damages. This may affect the limitations of this warranty for installations which occur in that state. This limited warranty gives you specific legal rights and you may also have other rights which vary by state.