

## WARRANTY

UltraSite provides a limited warranty on site furnishing products. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. The warranty covers the life of the product as defined below and covers the product under normal use, proper maintenance and at original installation location; see exclusions.

Damages or loss in transit is the responsibility of the carrier, whether visible or concealed. It is the responsibility of the recipient to assure that the order is received complete. Before signing the delivery receipt, inspect the shipment immediately and completely. Note any damages or shortages on the bill of lading. Damage reports must be filed within five (5) days. UltraSite is NOT responsible for damages or loss in transit. Title to all goods passes to the customer at the time of shipment. UltraSite will assist in filing claims if the freight arrangements were made by UltraSite at your request.

## THERMOPLASTIC and POWDER COATED PRODUCTS

UltraSite provides a seven (7) year limited warranty on thermoplastic coated elements and a three (3) year limited warranty on powder coated elements. Powder coated products from the Premium Collection carry a five (5) year limited warranty. UltraSite guarantees all items for one (1) full year to be free of defects in workmanship or materials when installed and maintained properly. We agree to repair or replace, any items determined to be defective. Items specifically not covered by this warranty include vandalism, man-made or natural disasters, lack of maintenance, normal weathering or wear and tear due to public abuse.

### LIFETIME LIMITED WARRANTY ON HARDWARE

UltraSite provides a lifetime limited warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one (1) year limited warranty on hardware against rust; see exclusions. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

## RECYCLED PLASTIC LUMBER PRODUCTS

UltraSite provides a ten (10) year limited warranty on recycled plastic lumber products in normal applications against rotting, splintering, decay or structural damage directly from



termites or fungal decay that causes the product to become structurally unfit for its intended use; see exclusions.

UltraSite guarantees all materials and workmanship for ten (10) years on any product made completely from our 100% Recycled Plastic. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

## IPE WOOD, RED STAINED WOOD, PRESSURE TREATED WOOD AND UNTREATED WOOD

UltraSite provides a one (1) year limited warranty on IPE wood redwood and pressuretreated wood products against damage by decay or termites that causes the wood to become structurally unfit for its intended use.

### LIMITED WARRANTY ON WATER FOUNTAINS AND DOG FOUNTAINS

UltraSite provides a one (1) year limited warranty on all the water fountains and the related components.

### **ULTRASHADE STRUCTURES**

UltraShade warrants that the shade structure sold will be free from defects in materials under intended use for a period of ten (10) years from the date of delivery for fabric, for a period of twenty (20) years from the date of delivery on the steel structure with limited five (5) years warranty of powder coat and limited one (1) year warranty on all the moving parts. UltraShade and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShade.

This warranty is in effect only if the structure has been assembled and installed in accordance with the UltraShade's installation drawings, and has been subjected only to normal intended use and exposure.

Some field drilling may be necessary and is considered a normal part of construction and will not be subject to rejection or cause for void of warranty.

UltraShade shall not be responsible for delays due to missing, stolen or non-conforming parts. Any rework/retrofit of non-conforming part must be authorized by UltraShade.

This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance, misapplication, service or modification by someone other than UltraShade, authorized dealers, or authorized installers.

This limited warrant excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer.

**Shade fabrics** carry a ten (10) year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration, with the exception of Red and Yellow, which carry a



two (2) year limited warranty. Should the fabric need to be replaced under the warranty, UltraShade will manufacture and ship a new fabric at no charge for the first six (6) years, thereafter pro-rated over the last four (4) years.

This warranty shall be void if damage to the fabric is caused by contact with chemical, misuse, vandalism, any Act of God (i.e. Hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind more than the applicable building code parameters. Fabric tops are warranted for wind/gusts up to 90mph and prior to snow or ice accumulation. The fabric tops must be removed should a hurricane warning be issued. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and fabric, voiding the warranty.

The warranty will only be applicable to the repair or replacement of defective materials. UltraShade reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color.

UltraShade does not warrant any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

The limited warranty excludes abnormal conditions, contingent liability, cosmetic defects such as scratches, dents, marring, stripping, peeling, or fading; damage due to incorrect installation, vandalism, misuse, accident wear and tear from normal use; exposure to extreme weather, immersion in salt or chlorine water, damage due to sand, salt spray, or other abrasive and corrosive material; unauthorized repair or modification, abnormal use, or lack of maintenance. The warranty does not cover damages due to fire, cuts, vandalism misuse, "acts of God" such as hail, flooding, lightning, tornadoes, sand storms, shifts of terrain, earthquakes, mudslides, and windstorms loads in excess of the applicable building code.

UltraShade does not warrant product for defects caused by erection, harsh site conditions, lack of maintenance, and/or other conditions beyond UltraShade's control. UltraShade will not be held responsible for any materials that were not properly stored prior to installation. UltraShade reserves the right to void the limited warranty if it not installed per the installation instructions and/or unauthorized modifications.

All labor for the removal, assembly and/or freight will be for the customer's account and the warranty will only be applicable to the repair or replacement of the defective material.



In the event of a claim of defect in materials, UltraShade shall be placed on notice of defect in writing, delivered to UltraShade at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShade will determine whether to repair or to replace defective materials. UltraShade, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shade installation.

### **ULTRASHELTER**

UltraShelter warrants that the shelter sold will be free from defects in materials under intended use and offers a ten (10) year limited warranty on structural steel frames against failure due to rust-through corrosion under normal environmental conditions, five (5) years warranty of powder coat and limited one (1) year warranty on all the moving parts. UltraShelter and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShelter for the first six years, thereafter pro-rated at 18% per annum over the last four years.

This warranty is in effect only if the structure has been assembled and installed in accordance with UltraShelter's installation drawings and has been subjected only to normal intended use and exposure.

Some retro-fitting and field cutting may be necessary and is considered a normal part of construction and will not be subject to rejection or cause for void of warranty.

Pre-finished metal roof surfaces, performance shall be the responsibility of the metal finisher. UltraShelter assumes no warranties regarding finish durability.

UltraShelter shall not be responsible for delays due to missing, stolen, or non-conforming parts. Any rework/retro-fit of non-conforming parts must be authorized by UltraShelter.

This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance or lack of maintenance, misapplication, service, or modification by someone other than UltraShelter, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer. In the event of a claim of defect in materials, UltraShelter shall be placed on notice of defect in writing, delivered to UltraShelter at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShelter will determine whether to repair or to replace defective materials. UltraShelter, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shelter installation.



### ActionFit PRODUCTS

UltraSite offers a ten (10) year limited warranty on Steel posts, stainless steel posts, welds, bars and metal accessories excluding cycle and moving parts, and cosmetic damage or defects.

Five (5) year limited warranty on stainless damper module and aluminum cycle cover, with the exclusion of cosmetic damage or defects. A two (2) year limited warranty on bearings, damper, plastics, rubber parts, and some cycle parts including pedal and shaft, with the exclusion of cosmetic damage or defects. One (1) year limited warranty on the rib belt of cycle, with the exclusion of cosmetic damage or defects.

#### **ALL OTHER PRODUCTS**

UltraSite offers a one (1) year limited warranty on all other products.

For the purpose of this warranty, *lifetime* encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

## **EXCLUSIONS**

UltraSite excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

The warranty excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

## **CANCELLATIONS AND RETURNS**

Cancellations are only accepted with approval of UltraSite. No merchandise shall be returned without a Return Goods Authorization number which is issued by customer service. Any authorized merchandise must be carefully packed and received in saleable condition. A restocking charge of up to 25% will be applied to all returned goods when the error is not the fault of UltraSite. All returns must be shipped freight prepaid.



## **UltraSite**

1675 Locust St. Red Bud, IL 62278 800.458.5872

# **Claim Procedure**

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

UltraSite Customer Service 1675 Locust St. Red Bud, IL 62278 800.458.5872

Within 60 days of notice of claim under warranty, UltraSite will make arrangements to replace the damaged product. UltraSite will cover freight costs within the continental United States. UltraSite is not responsible for freight costs associated with products located outside the continental United States. UltraSite reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.