

Steel Shade Pergolas Limited Warranty and Limitations

Eversyn, LLC d/b/a Steel Shade Pergolas provides a 5-year pro-rated limited warranty from shipping date with the following limitations. Eversyn, LLC d/b/a Steel Shade Pergolas limits its warranty to the supply of materials that will assemble according to agreed upon sets of drawings and installation instructions and can be assembled with tools required and found in the construction trades. It is expressly understood that Eversyn, LLC d/b/a Steel Shade Pergolas liability be limited to repair or replacement of nonconforming material at time of delivery.

Eversyn, LLC d/b/a Steel Shade Pergolas does not warrant products for defects caused by erection, harsh site conditions, lack of maintenance, and/or other conditions beyond Eversyn, LLC d/b/a Steel Shade Pergolas control. Eversyn, LLC d/b/a Steel Shade Pergolas will not be held responsible for any materials that were not properly stored prior to installation.

Eversyn, LLC d/b/a Steel Shade Pergolas reserves the right to void the limited warranty if it not installed per the installation instructions and/or unauthorized modifications. Eversyn, LLC d/b/a Steel Shade Pergolas shall not be held liable for field alterations. Eversyn, LLC d/b/a Steel Shade Pergolas shall only be liable for meeting the agreed up[on sets of drawings.

Any replacement part under warranty is warranted for the remaining original warranty period or six (6) months, whichever is longer.

This Limited Warranty supersedes all other warranties expressed or implied.

The warranty on items not manufactured by Eversyn, LLC d/b/a Steel Shade Pergolas (i.e. metal roofing, shingles, and wood shelters as applicable), will be as passed through Eversyn, LLC d/b/a Steel Shade Pergolas supplier as per their warranty; contact Customer Service for this Supplier Warranty.

This Limited Warranty is conditional upon payment in full to Eversyn, LLC d/b/a Steel Shade Pergolas within terms. Liability under this Warranty is limited in that it shall not exceed the original sales price of the components as supplied by Porter Corp.

This limited warranty is for the powder coat system.

This pro-rated limited 5 year warranty is intended to define the obligations and limitations of the purchaser as well as the obligations and limitations of the supplier. This limited warranty is only valid if Eversyn, LLC d/b/a Steel Shade Pergolas has been paid in full for the cost of the shelter.

Damage occurring from, erection, vandalism, accidents, or field modifications will require field touch-up immediately and periodically thereafter, which is not covered in this limited warranty.

Exposed nuts and bolts will either be supplied with a light plating or powder coating. It is the responsibility of the contractor to paint and/or touch up the nuts and bolts after erection and these must be maintained by the customer.

The 5-year limited warranty will exclude structures erected at sites where salt air, corrosive environment, high humidity or sprinkler systems come in contact with the shelter.

Failure to maintain the finished system with annual touch-up and documented maintenance procedures will void the limited warranty.

Not covered by this limited warranty are acute angles, end plates, and other accessories that are prone to minor defects on occasions and will require touch-up by owner.

Failure of the coating will be defined when at least 8% of the total coated surface has significant loss of performance or appearance characteristics when compared to the original finish. Rust stains from roof trim, screws, and screw holes do not constitute a failure.

If a claim is made for powder coat failure documentation must be provided by the owner. If a site visit is required by Eversyn, LLC d/b/a Steel Shade Pergolas the travel expenses will be covered by the customer prior to travel taking place. However, should the failure be determined to be under the limited warranty the customer will be reimbursed for these expenses.

In the case of a failed powder coat system, Eversyn, LLC d/b/a Steel Shade Pergolas will powder coat the structure with its best providing that the owner dismantles the structure and returns it to Eversyn, LLC d/b/a Steel Shade Pergolas. Eversyn, LLC d/b/a Steel Shade Pergolas will refinish the structure and ship it back to job site at their expense. The refinishing will not extend the original warranty of the powder coat system. The owner is responsible for erecting the structure at their expense. As an alternative, Eversyn, LLC d/b/a Steel Shade Pergolas will pay customer up to the cost of the original powder coat system on a pro-rated basis for time left of the 5 year limited warranty.