



1700 West Grand Avenue ♦ Gadsden, Alabama 35901 ♦ 1.800.468.5993

DURACAST™ COLUMNS, DURALITE™ COLUMNS and PERGOLA KITS

1. LIMITED LIFETIME WARRANTY

a) Subject to the limitations and exclusions below, Dixie Pacific™ warrants to the owner of the structure to which the products are attached at the time the products are attached that Products will be free from defects in material and workmanship for as long as you own them. Seller's sole obligation under this warranty is limited to repairing or replacing, at its option, the defective Products.

b) The provisions of this limited warranty do not apply to Products: (i) used for the purposes for which they are not designed or intended; (ii) which have been repaired or altered without Seller's prior written consent; (iii) which have been subjected to misuse, abuse, negligence, or accident; (iv) which have been improperly stored, installed, maintained, or operated; (v) which have been used in violation of written instructions provided by Seller to Buyer; (vi) which have subjected to improper temperature, humidity, or other environmental conditions; (vii) which have been effected by normal wear and tear; (viii) which have been split or modified (by Seller or any other party) or are load bearing; or, (ix) which, based on Seller's examination, do not disclose to Seller's satisfaction nonconformance to the warranty.

c) The following costs and expenses are not covered by the provisions of this limited warranty: (i) labor costs for the removal and reinstallation of Products; (ii) shipping and freight expenses required to return Products to Seller; (iii) normal maintenance; and (iv) economic losses.

d) This warranty is exclusive and limited to the owner of the structure to which the products are attached at the time the products are attached, and terminates upon the sale or transfer of the structure.

e) THE PROVISIONS OF THIS LIMITED WARRANTY ARE NOT APPLICABLE TO ANYTHING OTHER THAN DEFECTS IN SELLER'S MATERIAL OR WORKMANSHIP.

2. Disclaimer of Warranties. NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE PRODUCTS INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH PRODUCTS.

3. Buyer's Remedies. THE BUYER'S EXCLUSIVE AND SOLE REMEDY ON ACCOUNT OF, OR IN RESPECT OF, THE FURNISHING OF PRODUCTS THAT DO NOT CONFORM TO THIS AGREEMENT WILL BE TO SECURE REPAIR OR REPLACEMENT OF THE PRODUCTS, AT SELLER'S OPTION. IN NO EVENT WILL THE SELLER'S MAXIMUM LIABILITY EXCEED THE SELLING PRICE FOR THE PRODUCTS.

4. Limitation of Liability. IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF THE PRODUCTS, LOSS OF PROFITS, LOSS OF REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED EXPENSES OF OPERATION, OR CLAIMS OF BUYER'S CUSTOMERS, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE), PATENT INFRINGEMENT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. Statute of Limitations. NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF THIS AGREEMENT BY SELLER MAY BE BROUGHT BY BUYER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.

6. Consumer Products. With respect to "consumer products" as defined under the Magnuson-Moss Warranty Act ("MMWA"), the following statements are made. (a) Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. (b) This warranty gives you specific legal rights and you may also have other rights which vary from state to state.