



# Warranty and Terms

## Litchfield Landscape Elements, Inc. Limited Shelter Warranty

1. Litchfield Landscape Elements, Inc. warrants to the original purchaser of its structures that it will furnish materials free from manufacturing defects for a period of ten (10) years from the date of invoice with the following terms and conditions.

2. This warranty is in effect only if the structure has been assembled and installed strictly in accordance with Litchfield Landscape Elements, Inc.'s setup instructions and good construction practices, and has been subjected only to normal use and exposure.

3. Abnormal conditions are specifically excluded from coverage under this warranty.

4. Contingent liability is specifically excluded. Litchfield Landscape Elements, Inc. has the option to repair or replace any defect in materials.

5. The owner shall notify Litchfield Landscape Elements, Inc. to arrange for an inspection within thirty (30) days after discovery of any defect under this

warranty, and before any alteration or repair is made or attempted.

6. Litchfield Landscape Elements, Inc. is in no way responsible for damages caused by others, including: vandalism, fire, lightning or acts of God, corrosion caused by moisture, chemicals, air or salt spray, pollution, or infestation by rodents or other vermin.

7. This limited warranty shall be null and void if the owner makes any alterations in design.

8. Litchfield Landscape Elements, Inc. shall not be responsible for insurance standards or code compliance changes that may be required in the future

9. Litchfield Landscape Elements, Inc. shall not be responsible for delays due to missing, stolen, or non-conforming parts. Any rework of non-conforming parts must be authorized by Litchfield Landscape Elements, Inc. prior to the time that the rework is done.

10. Some fitting and field cutting of

parts will be required, and will not be subject to back charges or cause for rejection.

11. In the unlikely event of failure, Litchfield Landscape Elements, Inc. reserves the right to alter the design, color, or contributing factors to rectify the condition and help prevent any future recurrence(s).

12. Litchfield Landscape Elements, Inc. specifically excludes any implied warranty of merchantability, of fitness, or of purpose, and there are no warranties, which extend beyond the description of the face hereof.

13. Under no circumstances will Litchfield Landscape Elements, Inc. be responsible for any consequential or incidental damages due to breach of warranty, and such damages are specifically excluded from this warranty.

14. The pre-finished metal roof manufacturer warrants to the purchaser that when used for exterior applications under normal environmental conditions the painted or unpainted metal roof panels will meet the following standards:

Multi-Rib & Max-Rib Metal Roof Panels:

a.) For a period of thirty (30) years from the date of shipment (ten [10] years for Brite Red), the coating system will not crack, check, peel (lose adhesion), chalk or change color (fade).

Standing Seam Metal Roof Panels:

a.) For a period of twenty (20) years from the date of shipment (ten [10] years for Brite Red), the coating system will not crack, check, peel (lose adhesion), chalk or change color (fade).

For a period of thirty (30) years from the date of shipment, painted or unpainted metal roof panels, if erected within the United States, will not rupture, fail structurally, or perforate due to exposure to normal environmental conditions.

Subject to the conditions, limitations and exclusions set forth by the pre-finished metal roof manufacturer.

15. Litch-Kicker is the structure's steel frame

finish (unless specifically noted). First, all steel is sandblasted to remove dirt and oils. Then, the Litch-Kicker Paint Finish, which is a two

component system comprised of a rust inhibitive Epoxy finish coated with Polyurethane, is applied. The manufacturer warrants Litch-Kicker to the original purchaser for a period of ten (10) years under normal environmental conditions. The structure may require field painting in the future to help prevent corrosion. Frequency of field painting will depend on (1) the severity of your weather conditions, (2) your storage procedures used before installation, and (3) the care taken by the installer so as not to scrape or scratch finish during installation. Litchfield Landscape Elements, Inc. assumes no responsibility for the finish paint and maintenance of finish paint applied by the contractor in the field.

16. Any Questions? Please contact us by mail, phone, e-mail or on our website at the contact information given on the back cover of this catalog.

## Litchfield Landscape Elements, Inc. Terms and Conditions

**Specifications:** Specification information is available upon request for all of our shelters and site furnishings. Standard design loads on shelters are between 20 lbs. and 45 lbs. per square foot live load, with 90 to 140 miles per hour wind load. If engineer's sealed drawings and calculations are required on shelter plans, please call the factory for cost estimates since fees vary widely by type of shelter and area of country. Shop drawings are available at the discretion of Litchfield Landscape Elements management. Product specifications in this catalog were correct at the time of publication; however, Litchfield Landscape Elements, Inc. reserves the right to change specifications at any time to reflect product improvement.

**Custom Designs:** We welcome the opportunity to develop specific products and specifications to meet your custom design requirements. Do not hesitate to call since some inquiries only involve minor modifications. Occasionally, new designs require extensive investigation and will require a pre-paid design and engineering fee. However, upon receipt and shipment of the order, the fee will be offset in the prices of the approved new product.

**Prices:** Prices are effective as of the date of this catalog, and are F.O.B. Litchfield, Michigan. Freight weights shown are approximate and may vary. Freight is calculated separately, and not included in the pricing. All quotations are firm for 60 days, after which, Litchfield Landscape Elements, Inc. reserves the right to adjust pricing and freight costs to reflect market fluctuations. Applicable taxes are added to invoices unless a tax exempt certificate is provided with order. Prices are subject to change without notice.

**Terms:** Payment in full is required in 30 days after delivery. These net 30-day terms are extended to establish customers who can provide documentation of credit worthiness. If documentation of credit worthiness cannot be provided, payment in full must accompany the order. A service charge of 15% per month will be assessed on the balance of all accounts over 30 days old. No retainages are accepted.

**Delivery:** Depending on the size of the shelter to be delivered, either a common carrier or private carrier will be used. Whenever possible, shelters will be delivered to the job site. Detailed address and directions must accompany the order.

Litchfield Landscape Elements, Inc. and their carriers shall have full authority to stop shipment at the point nearest the job site where road conditions or other hazards do not allow the carrier to safely reach the job site. Transporting of the material from this point on will be the responsibility of the buyer. The carrier's decision in this situation will be final. All freight charges are added to the invoice unless collect shipment arrangements are made when ordering. Time of delivery can vary. Litchfield will make every possible effort to deliver within the pre-determined time period (usually 4-8 weeks or sooner after receipt of design approval). Due to the nature of our product, unforeseen delays production and/or delivery are possible. Litchfield will not honor or be held accountable for liquidated damage charges of any kind whatsoever.

**Receipt of product:** Unloading of the product is the buyer's responsibility. In most cases, a forklift truck is required by and is the responsibility of the buyer for unloading. Buyer or authorized agent must inspect shipment at time of arrival and verify it with the bill of lading. The bill of lading mailed to you at the time of shipment is

our receipt from the carrier. We therefore are released of all responsibility of loss or damage in transit. Damages or shortages shall be noted on the delivery receipt and shall be reported to Litchfield Landscape Elements, Inc. immediately by phone or in writing. Failure to report shortages or damages within two business days of receiving product shall be deemed full and complete acceptance of materials as delivered and will result in a minimum of 1/2 up to and including 100% of replacement cost including shipping.

**Material Storage:** It is the sole responsibility of the buyer to provide for protection of the material after arrival at destination. Storage of wood components and other materials must be in a dry place out of the sun and other elements. Exposure to the sun, rain and other elements can cause warping, staining and other damage. Temporarily stored materials should be placed on blocks well off the ground and separated to allow air circulation around each member. Moisture resistance covers should be used on top and bottom material stacks.

Installation and Assembly: Detailed setup and assembly instructions are included in each shipment

along with the hardware. To facilitate the owner's planning of desired site and concrete work, and shelter layouts and installation, setup instructions are sent certified mail after receipt of order. Some fitting and cutting of parts may be required because of field conditions and will not be reason for rejection or back charges. Touch-up and finish painting and staining shall be the responsibility of the installer. Litchfield Landscape Elements, Inc. assumes no responsibility for the condition of factory-applied finishes damaged or altered by installation or storage procedures. No corrections or alterations are to be made to our products without permission. Back charges must be pre-approved before any product corrections are performed.

**Cancellations and Returns:** May be made only with the consent of Litchfield Landscape Elements, Inc. and any and all costs incurred from date of order are subject to charge. A 15% handling charge, in addition to return freight charges, is made on return of products ordered in error. Custom products and Pre-cut Metal Roofs are non-returnable.

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