LIMITED WARRANTY

This limited warranty is made to:

Customer Name
the "Purchaser"

only, and is not transferable. This warranty is in lieu of all implied warranties of merchantability and fitness for intended use unless applicable state law provides otherwise.

Coverage of this Warranty

Atlanta Porch and Patio, LLC
the "Builder"

warrants to the Purchaser that the Atlanta Porch and Patio outdoor living project, (the "Project"), which specifically includes decks, porches, sunrooms, hardscaped patios, patio covers, pergolas, gazebos and outdoor kitchens constructed and completed on **xx/xx/xx** (starting date of the warranty period), located on the premises at:

Full Address (with City, State and Zip)

and built according to the plans and specifications under that contract dated **xx/xx/xx** (the "Contract"), the following coverage so long as the Purchaser is the owner of the Project:

(1) Defects in materials and workmanship for a period of twelve (12) months (such as splitting through the whole thickness of the material, severe warpage or cupping, and leaking roofs), and; (2) structural defects for a period of sixty (60) months. Covered structural components include specifically footings, hardscaped patio base materials, columns, beams, joists, rafters, stair stringers, and railing posts and rails. Structural coverage applies only to the functional fitness of these structural components.

Other manufacturers' warranties used in the Project (such as, including but not limited to, the lifetime warranty against termites for pressure-treated wood; various warranties for synthetic, composite or hardwood decking and related components; patio pavers; roofing shingles; windows; skylights; components in pergola and gazebo kits; outdoor kitchens and related components; electrical hardware; lighting etc.) shall be provided by the manufacturers. Upon request by the Purchaser, the Builder may provide either a list of applicable manufacturers' contact information or copies of the actual warranties. All claims by the Purchaser for warranty coverage under the terms of a manufacturer's warranty shall be made directly to the manufacturer by the Purchaser.

The Builder will repair or replace, at its option, any defect covered under this warranty, at no cost to the Purchaser, for parts or labor. The repair or replacement will be carried out within sixty (60) days of the later of a receipt of a valid warranty claim or availability of necessary repair parts, whichever is later. Any repair or replacement does not extend the limited warranty beyond the relevant time period from the starting date of the warranty period or begin a new limited warranty period.

Exclusions from this Warranty

This warranty does not include or cover:

(1) Damage caused by natural wear or tear, acts of God, negligence, mold, vandalism, lack of maintenance, improper maintenance or treatment, accidents, or loading in excess of sixty (60) pounds per square foot, except where such excess loading is caused by overweight accessories set forth in the Contract;
(2) Consequential damage, including but not limited to loss of time, inconvenience, injuries to persons, loss or damage to personal property, loss of revenues, cost of repair, and damage to buildings to which the Project may be affixed or interconnected;
(3) Any additional damage caused by the Purchaser's failure to promptly notify builder of a discovered defect within ten (10) days after such discovery;
(4) Changes in appearance due to weathering (including, but not limited to checking, shrinkage, and color changes);
(5) Hinged products (including, but not limited to gates, doors and access panels);
(6) Any statements, representations or warranties given by dealers, franchises, or third persons not specifically identified in this warranty;
(7) Insect infestation and decay or other failure of pressure-treated wood that is warranted by the manufacturer (upon request by the Purchaser; the Builder may provide either the manufacturer's contact information or a copy of such warranty);
(8) Failure of a manufactured product warranted by the manufacturer (upon request by the Purchaser; the Builder may provide either the manufacturer's contact information or a copy of such warranty).

Making a Claim Under Warranty

To make a claim under this warranty, the Purchaser must notify the Builder in writing (including a copy of this filled-in warranty and the Contract) within ten (10) days after discovery of a defect. The notice must state that the Purchaser is making a claim under this warranty and must specifically identify the defect and include pictures of such defect.

Legal Remedies

Besides the provisions of this warranty, the Purchaser has available the legal remedies provided by the Magnuson-Moss Warranty Act Title 15 United States Code Section 2301 et seq., as well as any applicable state or provincial statutes. This warranty gives you specific legal rights, and you may also have other rights which vary by state or province. This warranty is intended to be in full compliance with the provisions of the Magnuson-Moss Warranty Act and all the regulations issued by the Federal Trade commission in connection with the Act. It is not intended to violate any state or provincial law or regulation which may be more stringent. Some states and provinces do not allow limitations on how long an implied warranty lasts, or exclusions or limits on incidental or consequential damages, so the above limitations and exclusions may not apply to you.