



# Cover Your Pergola

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## Hercules System Warranty

10 YEAR WARRANTY FROM ORIGINAL PURCHASE DATE

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Congratulations on your new Cover Your Pergola system! We stand behind our product and want our customers to be 100% satisfied with their cover. Please note that if an installer other than Cover Your Pergola was used, labor will not be covered under your warranty. If you have any questions about your warranty, please reach out to [warranty@coveryourpergola.com](mailto:warranty@coveryourpergola.com).

### Products Covered and Duration of Warranty

This warranty statement refers to our Hercules System (premium system with standing seam) (the "System"). The warranty is valid ten years from the date of purchase and is non-transferable (the "Warranty Period"). In this regard, any obligation set forth in this warranty terminates if the property at which the System is installed is sold or shall cease to be occupied by you.

### Terms of Warranty

During the Warranty Period, Cover Your Pergola warrants and will replace any materials it provided to, and any workmanship performed at, your property to the extent it suffers from any of the following defects or damage:

- Hail penetration for hail up to ¾" <sup>a</sup>
- Wind loads up to 125 MPH and snow loads up to 40 PSF <sup>b/c/d</sup>
- Leaking at/in the system's seams where sheets attach to each other <sup>e</sup>

This warranty is expressly conditioned upon the receipt of full payment by Cover Your Pergola for its work performed at, and materials provided to, your property. Cover Your Pergola's warranty excludes items or conditions caused in whole or in part by: (1) winds in excess of 125 mph, hail in excess of ¾ inch diameter, or other Act of God; (2) ordinary wear and tear; (3) any failure or defect in the substrate or structure upon which the System is installed, including any shimming installed to give proper slope, unless Cover Your Pergola built the structure upon which the System is installed and the structure is still covered under Cover Your Pergola's one year workmanship warranty; (4) any defective workmanship or installation methods not performed by, through, or under Cover Your Pergola; (5) any defective condition arising from the failure to install the system with at least a slope of two percent (2%), unless it was installed by Cover Your Pergola; or (6) any alteration, repair, or modification to Cover Your Pergola's work or materials performed by any person other than Cover Your Pergola or someone retained by or through it. This warranty shall be voidable for any work or materials where any party other than Cover Your Pergola performs or attempts to perform any repairs prior to Cover Your Pergola being given written notice of the defect and a reasonable opportunity to inspect and repair the defect. In the event of a covered defect, Cover Your Pergola will replace any defective materials, but will only cover and pay for labor to install the new materials if Cover Your Pergola was the original installer of the System, otherwise labor is **not** covered if a different installer was used.

**Cover Your Pergola requires a minimum slope of 2% to be eligible for warranty claims.**

Cover Your Pergola's express warranty described herein is the only warranty provided by Cover Your Pergola for the materials it supplied to, or work it performed at, your property, and all other express or implied warranties, including any implied warranty of merchantability or fitness for a particular purpose, are waived.

Cover Your Pergola shall not be liable for any incidental or consequential damages resulting from any defect covered by this warranty, and in no event shall Cover Your Pergola's liability exceed the cost of correcting or replacing the defective materials or workmanship.

### **How to Submit a Warranty Claim**

Submit your warranty claims or questions at [warranty@coveryourpergola.com](mailto:warranty@coveryourpergola.com). All warranty claims must be submitted within 30 days of discovery or else Cover Your Pergola's warranty is voidable at its option. An account representative will call or email to schedule an in-person or virtual visit to assess what sheets and parts require replacement.

In the event of natural disasters and severe storms outside of the Hercules System warranty, homeowner's policies should cover this system.

*a Hail passes through the sheet (even just first layer).*

*b Structural requirements: Max distance between purlins: 36"*

*c Screws must be used to fasten purlins to rafters to meet the requirements for wind damage warranty*

*d "Rafter only" structures do not meet the requirements for wind damage warranty claims or snow load*

*feLeaking at points where the system connects to or meets the house is not covered. Leaking at any point where system is flashed/connected to house, another structure, or anything other than the pergola system is installed upon is not covered.*