

## Proper Care & Maintenance for Wood Structures

Berlin Gardens wood structures include Wood Pavilions, Wood Pergolas, and Wood Gazebos, and are made manufactured with ACQ treated, air-dried, southern yellow pine. Unless specified otherwise, all structures are stained or painted in a climate-controlled staining booth located at Berlin Gardens. Even-though our lumber is pressure treated to resist decay, all wood structures receive two coats of stain or paint, to further protect and enhance the beauty of the wood structure. To avoid warping and/or twisting, Berlin Gardens has also elected to use laminated posts on all wood structures.

All fasteners such as; screws, bolts and nuts are specifically treated to withstand the treatment of the lumber and differing weather elements. Our fasteners are ICC rated, known in the construction industry as a standard of excellence.

While Berlin Gardens believes they have designed their wood structures to meet and exceed industry standards, like all lumber products exposed to the elements, your wooden structure will weather over time. Eventually, you will notice splits, cracks or checks and separations in the wood caused by changes in moisture content. This is perfectly natural, and many feel it adds to the character of the structure.

To keep your wood structure beautiful for years to come; it is recommended after the first season, to apply the provided touch up stain to any checks or splits that may occur. It is also recommended to re-stain your complete structure every 2-3 years, depending on the direct weather exposure, such as sunlight, your wood structure receives. Stain of any amount can be purchased through your local Berlin Gardens dealer. Our stain and paint are soy-based products that are completely green compliant.

It is also permissible when cleaning, to handwash using a mixture of warm water and a general-purpose cleaner and scrubbing with a soft bristle brush. To avoid stripping the paint or stain from the wood, it is recommended to not use a pressure washer, unless otherwise advised. Cleaning with any abrasive soap, wood stripper or chemical known to damage wood, and sandpaper should be avoided.

## **TEN (10) YEAR LIMITED STRUCTURE WARRANTY**

Berlin Gardens, LLC (“Berlin Gardens”) warrants to the original purchaser that its pergola, pavilion and gazebo structure products will be free of original defects in workmanship for a period of ten (10) years starting on the date of purchase. At its option, Berlin Gardens will repair or replace the product without charge for labor, providing our inspection indicates that an original defect in workmanship exists. Should Berlin Gardens choose to replace the product, and the product is no longer available at the time warranty service is required, a substitution of similar performance and equal or greater value will be made. Synthetic materials used in the product (such as polyethylene and vinyl) may scratch, chip or fade slightly when exposed to sunlight or stain after prolonged contact with other substances. This warranty does not cover damage caused by improper site or foundation preparation, unauthorized service or repair, alteration of this product, neglect (including, without limitation, failure to paint or stain all exposed wood surfaces within sixty (60) days of purchase, failure to properly level or re-level structures after natural settling, or to provide normal maintenance to structures such as painting, staining, caulking, vegetation and mold control), abuse, expansion and contraction due to changes in humidity and temperature, extreme weather conditions, normal weathering, wear and tear on materials such as cracks and fading of wood, rusting fasteners or structural damage due to rusting fasteners, any damage caused by hanging items from the structure (such as hammocks), or any attempt to use the product for other than its customary usage. The foregoing shall not be considered defects in workmanship and are not covered under this warranty. This warranty also does not cover materials or component parts, however, this warranty shall not limit any warranties made by the manufacturer for such items which may extend to you.

### **Dia Shades**

Aluminum frames are warranted not to fail structurally for five (5) years of residential use are not warranted for commercial use. Powder Coating on Dia Shades and all other powder coated components on Berlin Gardens Structures is warranted for two (2) years against peeling, cracking or blistering. This does not include failure of the powder coat finish due to abrasion, including but not limited to abrasion caused by stacking/leaning/moving against other items or scraping against other surfaces. Dia Shade Curtain Panels are warranted to be free of original defects in workmanship and material for a period of one (1) year of residential use and are not warranted for commercial use.

### **Curtains**

Curtain Panels are warranted to be free of original defects in workmanship and material for a period of one (1) year of residential use and are not warranted for commercial use.

Berlin Gardens makes no warranties other than those which are specifically described herein. Berlin Gardens makes no implied warranty of merchantability or implied warranty of fitness for a particular purpose. Some states do not allow limitations of implied warranty so this limitations may not apply to you. In that event, any such implied warranty is limited to that required by law. Berlin Gardens shall not be liable for incidental or consequential damages, including, but not limited to, lost profits or other economic or commercial losses. The sole remedy provided in this warranty is repair or replacement of this product. Any cost of shipping and handling shall be paid by you. Claims for original defects in workmanship shall be made in writing to Berlin Gardens no later than ten (10) days after the expiration of the warranty period at the following address:

Berlin Gardens, LLC

PO Box 446

Berlin, OH 44610

Phone: (800)-593-3411

Email: [structureservice@berlingardensllc.com](mailto:structureservice@berlingardensllc.com)

Your claim must explain the nature of the original defect and include your name, address and telephone number. In the event of a non-warranty repair, you will receive a written estimate prior to any repair work being performed. This warranty gives you specific legal rights and you may have other rights which vary from state to state. As defined by federal law, this is a limited warranty.