



Landscape Structures Inc. (“Manufacturer”) warrants that all equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

20-Year Limited Warranty On all SkyWays® and CoolToppers® steel components against structural failure due to material or manufacturing defects.

10-Year Limited Warranty On SkyWays® and CoolToppers® fabric and thread against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration. This warranty is limited to the design loads as stated in the manual. Should the fabric need to be replaced under the warranty, Manufacturer will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated at 18% per annum over the last 4 years. This warranty applies to standard colors only.

3-Year Limited Warranty On all other parts, including Rapid Release®, against failure due to corrosion/natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered “normal wear” in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the equipment is erected to conform with Landscape Structures’ installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc. Maintenance is particularly critical in regions where dirt and/or sand may cause abrasion of the fabric.

This warranty is void if conditions exceed local building codes.



2020 SkyWays® and CoolToppers® Shade Warranty

You have our word.

All the warranties commence on date of Manufacturer’s invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures’ installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer’s designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed:  President Date: 01/01/2020