

UPSCAPERS LIMITED PRODUCT WARRANTY

UpScapers (the “Company”) expressly warrants to the original purchaser that, for a period of five (5) years from the date of sale, the artificial green wall panels and Fixing Systems (the “Products”) will be reasonably free of defects in materials and workmanship. This Limited Warranty only applies to Company’s Products which are used, stored, handled, and installed in the manner recommended by the Company. This Limited Warranty is nontransferable. This Limited Warranty gives you specific legal rights and you may also have other rights that vary from state to state.

Company will, at its option, repair or replace the Products without charge, if the Products fails or does not perform as warranted solely due to a manufacturing defect within the warranty period, subject to the exclusions set forth in this Limited Warranty. Repair or replacement during this five (5) year warranty shall include only replacement Products covered under this Limited Warranty, but shall not include: Product panels that have been cut for custom installation; the costs associated with removal, repair or replacement of the Products; and repair or replacement of fixtures, hardware, or Fixing Systems that have been installed or used incorrectly.

During the entire five (5) year warranty, the Company’s obligation as to repair or replacement shall further be limited to repair or replacement with the styles, models, products, colors, etc. of the Product that are available at the time of the repair or replacement, and shall be limited to the repair or replacement of only the specific Product that fails due to a manufacturing defect.

Any repaired or replaced product shall also remain subject to the original five (5) year warranty from the date of the original purchase, and any repair or replacement shall not extend the original warranty period in any manner or start a new warranty period. Any repair or replacement of the Products shall not exceed the purchase price of the original the Products.

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To obtain coverage under this Limited Warranty, you must provide the Company with proof of the original purchase and the panel identification tag. For service under this Limited Warranty, you must notify the authorized Company distributor from which the Products were purchased in writing, within thirty (30) days of identification of a defect, providing your name and address, a description of the product involved and the nature of the defect.

DISCLAIMER OF WARRANTIES

The Company's Products must be stored, handled, installed, used and maintained in accordance with instructions provided by the Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Copies of the Company's cleaning manual, maintenance manual, and installation guide are available from the distributor from which the Products were purchased or from the Company at the address listed below. You may also obtain these materials by contacting the Company at (727) 325-2901 or on the Company's website at Vistafolia.com.

This Limited Warranty does not cover defects caused by:

1. Any abuse, misuse, negligent handling, or negligent care of the Products.
2. Improper installation of the Products.
3. Installations, repairs, alterations, or replacements by any person other than authorized Company installers.
4. Unintended or unreasonable use of the Products, unless approved in writing by the Company.
5. Normal wear and tear.
6. Exposure to light other than natural light.
7. Prolonged exposure to UV rays which may result in color degradation of the foliage greater than a measurement of two (2) on the grey scale.

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8. Exposure to increased light intensity due to glass reflection or other surface reflection if the Products are installed within twenty (20) feet of the reflective surface.
9. Thermal shock or abuse from excessive heat or cold.
10. Failure to maintain the Products in accordance with the Company's maintenance manual.
11. Any damage at the time of installation caused by, directly or indirectly, including but not limited to, accident, vandalism, machinery, animals, misuse, fire, flood, war, chemical reaction, or act of God.
12. Product installed with known or visible manufacturing defects at the time of installation.
13. Minor conditions, including but not limited to, color variation in foliage.

NOTE: The stainless steel backing grid may rust within the warranty period, especially if installed in a coastal location. This will not affect the structural integrity of the product. For guidance on slowing the rate of rust and corrosion on the grid, please consult the Vistafolia maintenance manual.

The warranty of Vistafolia products shall become null and void in the case of actions that include but are not limited to:

1. The addition of any foliage or similar product into Vistafolia products not manufactured by Vistafolia, or otherwise authorized for use by Vistafolia
2. The alteration of Vistafolia products in a way other than those expressly set out or authorized by Vistafolia
3. The installation of the product in a manner other than those expressly set out in Vistafolia's instructions, or as authorized by Vistafolia
4. The use of Vistafolia products in a way other than the use intended, or as authorized by Vistafolia

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Any information, suggestion, or technical advice by Company or an authorized distributor with respect to the Products concerning applications, installations, specifications or compliance with codes and standards is provided solely for your convenient reference and are made without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Products for your specific application or installation.

THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY COMPANY IN CONNECTION WITH THESE PRODUCTS. COMPANY CAN NOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS SOLD BY COMPANY ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY COMPANY IN WRITING. OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE REPAIR OR REPLACEMENT OF NONCONFORMING PRODUCTS. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCTS PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.

LIMITATION OF LIABILITY No claim by the buyer of any kind, including claims for indemnification, shall be greater in amount than the purchase price of the Products in respect to which damages are claimed.

UPSCAPERS LIMITED PRODUCT WARRANTY

IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, STATUTORY, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUES, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS SOLD HEREUNDER, OR FOR ANY LIABILITY OF BUYER TO ANY THIRD PARTY WITH RESPECT THERETO.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

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This Limited Warranty is not transferable.

Issued to : _____
As warranty holder

Project Name : _____

Date of substantial completion: _____

Installation Location: _____

Expiry Date: _____

Signed: _____

Any question concerning this warranty should be addressed to:

Upscapers
91 Seaboard Ln.
Suite 103
Brentwood Tn. 37027

info@upscapers.com

www.upscapers.com

CONTACT INFORMATION

Head Office:
866-710-1303