# GARDENLIVING | LIMITED LIFETIME WARRANTY

All Garden Living products come with a Limited Lifetime Warranty.

Garden Living will repair or replace products which prove to be defective in material or workmanship under normal use for the lifetime of the original purchaser. This warranty is not transferable and is expressly limited to the cabinet frames, paneling and countertop surfaces (i.e. excludes all hardware, levelers or other third party parts).

In the event of failure of any properly installed and maintained Garden Living product, Garden Living will provide free of charge replacement parts for the faulty components. The client is at all times responsible for the labour required to replace faulty parts.

Items not specifically listed in this warranty are not covered by this warranty. No other warranty, express or implied, is applicable to this product. Separate components not manufactured by Garden Living such as grills, refrigerators, countertops, casters, stainless steel drawer slides, and accessories may be covered by a separate manufacturer's warranty, but are not covered by this warranty.

Garden Living shall not be liable for the loss of use of the product, inconvenience, loss or any other damages, direct or consequential, arising out of the use of or inability to use this product.

This warranty does not apply to Garden Living products that have been misused, modified, or improperly installed. This warranty applies only to defects and does not apply to natural aging or wear and tear.

This warranty is limited to the repair or replacement of the defective part at the discretion of Garden living and does not include labor, shipping, or service trip expenses necessary for removal, inspection, delivery, or replacement of defective parts. Parts replaced or repaired under this warranty are not guaranteed for color match.

To obtain warranty coverage: Retain your bill of sale and copy of this warranty statement to prove original purchase and warranty terms in effect at the date of your sale. A copy of the sales receipt must be submitted at the time warranty service is requested. Warranty requests must be accompanied by photographs of the defective parts. Warranty requests will not be processed without proof of purchase and proper documentation.

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Please read and be aware of these important terms and conditions.

## **ALL SALES FINAL**

All sales are final. Each Garden Living product is custom designed and built for a specific installation. Cabinets and panels are custom cut for the client's specified equipment. Garden Living is not responsible for errors in grill equipment manufacturer's cut out specifications. It is the responsibility of the client and/or their acting agent to approve all dimensions, functional components and finishes.

### PRICING

All pricing is FOB Pickering, ON. Freight charges are extra and are due at time of shipping. Installation pricing is estimated at the time of order. All installation charges will be billed based on actual costs incurred and are due on completion of work.

### PAYMENT

For all Garden Living products, 50% of the contracted price, plus HST (Canada only), is due as a deposit at the time of order confirmation. An additional 50%, plus HST (Canada only), and freight charges is required in order to release the shipment. Installation fees and all other ancillary fees are to be paid immediately upon the completion of said work.

### SHIPMENT

Unless otherwise arranged by the customer, all orders will ship via a common carrier for curbside delivery to the site address provided by the customer.

### **DELIVERY TIMELINES**

An approximate shipment date will be provided at the time of order confirmation. For installation scheduling purposes, please allow 4 weeks from the time the order is confirmed (deposit is paid). Orders not shipped within 90 business days of completion due to delays by the customer or their agent will be subject to a warehousing fee of \$100/day.

# GARDENLIVING | TERMS + CONDITIONS

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### **INSPECTION**

The customer or their agent is responsible for the full inspection of Garden Living product and equipment at the time of receipt. All damages must be clearly noted on the delivery receipt provided by the freight company. Any damages not reported to the carrier within 24 hours will be considered non-warrantied and will be subject to repair and/or replacement charges.

#### **ORDER CHANGES + ADDITIONS**

Any changes to the Garden Living product order subsequent to order confirmation will be subject to a change fee of up to 25% of the order value, depending on the stage of production (i.e. materials ordered, materials received, partial completion, full completion).

#### SURFACE LEVELING + SHIFTING

It is the client's responsibility to ensure the surface upon which the kitchen will be installed is level and stable. Garden Living assumes no responsibility for ensuing damage to the kitchen caused by poor surface preparation or seasonal freeze and thaw. In climates that experience freeze and thaw, it is recommended that a reinforced concrete slab and/or footings be poured prior to the kitchen installation.

### **INSTALLATION**

Garden Living provides complete installation instructions with every shipment and accepts no responsibility for improper installation of Garden Living products by clients and/or their contractors.

#### UTILITIES + SERVICES

The provision of all necessary utilities, including gas fitting, electrical and plumbing, are the responsibility of the purchaser, unless otherwise contracted with Garden Living.