



# PRODUCT WARRANTY

## 3-Year Limited Warranty

This is to certify that the Clover, Cascade, Jade, Gardenia and Paradise Products are produced under strict QC management. We offer a warranty of 3 years if the solar activity range is 0-200W/M2.

- Anti-UV, colors may not significantly fade away within 3 years.
- Anti-aging, leaves may not fall down within 3 years, frame may not be broken within 3 years.

Any quality problem happen during the warranty period, customer must offer effective evidence (such as photos, videos, samples.,etc), and we will be responsible for offering relevant compensation under the terms of “CASCADE GREENERY PRODUCT WARRANTY” below.

## 3-Year Product Warranty

**I. Limited Warranty.** Cascade Greenery, warrants the person, firm or entity purchasing from Cascade Greenery (hereinafter referred to as “the Purchaser”), that under normal conditions, Cascade Greenery Artificial Hedge will be warranted against manufacturer defects, including Improper Molding, Wrong Sizes, or Large Area Premature Cracking which cause the products to be unserviceable due to strength loss from normal usage and exposure conditions, including sunlight and mildew.

**II. Remedy.** This warranty does not include labor costs associated with installing replacement Cascade Greenery products.

**III. Limitations on Coverage.** This warranty is inapplicable to damages from improper care and cleansing, misuse, abuse, or improper installation which includes, but is not limited to the following:

- (1) Burns, cuts, accidents, vandalism, abuse, negligence or neglect;
- (2) Improper design or failure of the sub-base;
- (3) Any corrosive or other chemicals;
- (4) High pressure or high mineral content water sprays or sprinkles.
- (5) Failure to properly maintain, protect or repair the Products.
- (6) Force majeure: high wind, sand storms, or other sources not related to the initial manufacturing.

**IV. Limitation of Liability.** Cascade Greenery’s entire liability for any defective product shall in no event exceed the purchase price for the defective products.



Cascade Greenery shall in no event be held liable, whether on the basis of contract or tort (including, but not limited to, negligence) or under any other legal theory (including, but not limited to, strict liability and/or equitable theory), for lost profits or revenues, loss of use or similar economic losses, or for indirect, special, incidental, consequential, punitive or similar damages arising from or in connection with the use, conditions, possession, performance, maintenance, non-delivery or late delivery of the products, even if Cascade Greenery has been notified of the possibility of such damages.

**V. No Other Warranties.** The warranty provided herein is the sole exclusive warranty with regard to Cascade Greenery's products and replaces any and all other warranties, whether oral or in writing, of any kind concerning Cascade Greenery's products. The remedies of repair and/or replacement provided in article 2 hereof are the sole obligations of Cascade Greenery, and the sole remedies of the purchaser, under this warranty. Except as expressly provided herein, Cascade Greenery makes no statements or warranties of any kind or nature concerning any of its products, whether express or implied, including, but not limited to, any warranty or merchantability, fitness for any particular purpose, or non-infringement of third party rights.

**VI. Modifications.** This warranty and Cascade Greenery's standard terms and conditions of sale are the complete, final and exclusive agreement of the parties with respect to the quality and performance of the Products and any and all warranties concerning the Products. No dealer, sales representative or similar person is authorized to grant warranties which are not covered by this warranties, to extend any warranty period hereunder or otherwise to change, modify, amend or supplement the provisions of this warranty. Any change, modification, or supplement to this warranty must be made in a written instrument signed by an authorized representative of Cascade Greenery.

**VII. Waiver.** Any Cascade Greenery's failure to exercise, or delay in exercising any right, power or remedy hereunder shall not be considered as a waiver thereof. No single or partial exercise of any right, power or remedy by Cascade Greenery preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

**VIII. Severability** If any provision or any portion of any provision of this warranty be held to be illegal, invalid or unenforceable by a competent judicial court, the remaining provisions or portions thereof shall remain in full force and effect and shall remain to be a binding agreement of the parties with respect to the subject matter hereof.

**IX. Assignment.** Without Cascade Greenery's advance written consent, the Purchaser may not transfer, convey or otherwise assign all or any of its rights under this warranty. This warranty is to benefit and be binding upon Cascade Greenery and the Purchaser and their respective successors and authorized assigns. Claims under this warranty may only be made by the Purchaser and not by the Purchaser's sub-buyers or any other third parties.

**X. Notification of Claims.** Claims under this warranty must be tendered in writing within 30 days after the discovery of the alleged defect, accompanied with proof of installation date, name of installation company, batch number, location of installation, product sample, and a minimum of three clear pictures showing the problem, to: [info@cascadegreenery.com](mailto:info@cascadegreenery.com)