



SimpleSide Lifetime Craftsman Warranty

When you choose SimpleSide for your outdoor living project, you are selecting the best in quality craftsmanship, customer service, and dedication to excellence. Our professional team takes pride in delivering exceptional results using only the highest-quality materials and proven installation methods. All work performed by SimpleSide is installed in accordance with manufacturer specifications, industry standards, and applicable building codes.

We at SimpleSide are so confident in the quality and accuracy of our work that we proudly offer this **SimpleSide Lifetime Craftsman Warranty**.

This SimpleSide Lifetime Craftsman Warranty is issued by SimpleSide Construction, Inc. (hereinafter "SimpleSide") in conjunction with, and as part of, the SimpleSide Construction Contract for Services executed between SimpleSide and the undersigned homeowner (hereinafter "Owner") for outdoor living construction services (hereinafter the "Contract"). This Warranty is incorporated into and made a part of the Contract by reference and shall be interpreted consistently therewith. In the event of a conflict between this Warranty and the Contract, the terms of the Contract shall control unless expressly stated otherwise herein.

Scope of Warranty

SimpleSide warrants that all labor and installation work performed under the Contract will be completed in a good and workmanlike manner, in substantial compliance with manufacturer specifications, industry standards, and applicable building codes in effect at the time of installation.

This Warranty applies solely to installation-related defects, errors, omissions, or deficiencies attributable to SimpleSide's workmanship.

Warranty Coverage

If any portion of the installation or agreed-upon scope of work is determined to have been improperly installed, incorrectly performed, or omitted by SimpleSide, SimpleSide shall, at its sole discretion, repair, replace, or complete the affected work at no cost to the Owner.

This Warranty applies for the lifetime of the original installation and does not expire, provided that the terms and conditions set forth herein are met.

This Warranty covers labor and workmanship of SimpleSide and does not extend or modify any manufacturer warranties applicable to materials used or products installed.

Warranty Beneficiary and Transferability

This Warranty is exclusively for the benefit of the original homeowner who directly contracted with SimpleSide.

The Warranty may be transferred to a subsequent homeowner **ONLY** if each of the following conditions are satisfied:

- The structure remains unaltered from its original condition as installed by SimpleSide;
- No repairs, modifications, or alterations have been performed by third parties;
- All amounts due and payable under the Contract have been paid in full; and
- Written notice of transfer is provided to SimpleSide.

Absent satisfaction of all the transfer conditions set forth above, this Warranty shall automatically terminate upon transfer of property ownership.



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Exclusions from Coverage

This Warranty does not cover, and SimpleSide shall have no obligation for, the following:

1. **Material Defects.** Defects or failures in materials, products, or components, which are subject solely to the applicable manufacturer's warranty.
 2. **Acts of God and Environmental Conditions.** Damage caused by natural or environmental conditions beyond SimpleSide's control, including, but not limited to, fire, flood, hurricanes, tornadoes, earthquakes, wind, lightning, hail, or ice storms.
 3. **Structural Components Not Constructed by SimpleSide.** Failures related to foundations, framing, settlement, or other structures not constructed by SimpleSide.
 4. **Improper Use or Maintenance.** Damage resulting from misuse, abuse, neglect, improper loading, or failure to perform required maintenance in accordance with manufacturer guidelines or industry standards, or from unapproved alterations or additions of accessories, structures, or loads that the project was not intended to support.
 5. **Water or Moisture Intrusion.** Water penetration, moisture accumulation, mold, mildew, or humidity-related damage, except to the extent such water or moisture intrusion is directly caused by SimpleSide's improper installation.
 6. **Natural Characteristics of Wood.** Cracking, checking, warping, twisting, cupping, splitting, shrinking, swelling, fading, discoloration, and other natural movement or appearance changes of natural wood materials, including any secondary effects on adjoining materials, unless directly caused by SimpleSide's improper installation.
- Owner acknowledges that SimpleSide advised and recommended the use of composite or man-made materials due to their increased durability and stability. Where Owner elects to use natural wood materials, Owner accepts the inherent and uncontrollable characteristics of wood resulting from environmental exposure.
- This Warranty incorporates by reference the "Manufacturer Specifications and Materials Used Disclaimer" contained in the Contract, which has been reviewed and executed by Owner. SimpleSide shall not be responsible for the natural behavior, aging, or weathering of wood materials after installation. Any post-installation work requested to address such conditions is excluded from this Warranty and may be subject to additional charges.
7. **Third Party Work.** Any damage or condition arising from work performed by individuals or entities other than SimpleSide or its authorized representatives.
 8. **Hazardous Materials.** Identification, handling, removal, or exposure to hazardous materials, including asbestos, lead-based materials, or mold.
 9. **Normal Wear and Tear.** Cosmetic or surface deterioration resulting from normal aging or exposure to the elements, including fading, discoloration, or minor surface wear.

Warranty Void Conditions

The Owner shall:

- Perform and document routine care and maintenance in accordance with SimpleSide and manufacturer guidelines;
- Maintain records sufficient to demonstrate compliance with maintenance requirements upon request; and
- Rely on manufacturer warranties for materials-related claims.

Failure to comply with these responsibilities may result in denial of warranty coverage.



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Limitation of Warranty

This Warranty is limited to the remedies expressly stated herein and does not cover incidental or consequential damages, except where prohibited by law. No other warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, are made except as expressly set forth in this warranty.

Severability

If any provision of this Warranty is determined by a court of competent jurisdiction to be invalid, illegal, unenforceable, or unauthorized by applicable law, all remaining provisions shall continue in full force and effect, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the remaining terms.

Governing Law

This Warranty, and any dispute arising out of or relating to this Warranty, the Contract, or the services performed by SimpleSide, shall be governed and construed in accordance with the laws of the State of North Carolina.

Owner Acknowledgment

Owner acknowledges receipt of this SimpleSide Lifetime Craftsman Warranty, understands its terms, and agrees that it is provided in conjunction with and subject to the Contract for Services executed between SimpleSide and the Owner.

Owner Signature: _____

Date: _____

Owner Signature: _____

Date: _____