

**TUFF SHED****The Sundance Series® 5-Year Limited Warranty**

TUFF SHED, Inc. warrants to the original purchaser, that your TUFF SHED® The Sundance Series® storage building or garage is free of defects in material and workmanship upon delivery, and will repair or replace any components that do not provide reasonable service under normal residential use, for a period of five (5) years from the date of purchase. The warranty period for buildings used for commercial purposes will be one (1) year from the date of purchase. Correction by repair or replacement of materials or workmanship in your The Sundance Series product, which our examination shall disclose to our satisfaction to be defective, shall constitute fulfillment of all liabilities of TUFF SHED, Inc. under this warranty. In order for this warranty to be valid, all exposed surfaces must be painted within ninety-days (90) of installation, repainted every five years thereafter (proof of paint purchase required) and properly maintained. TUFF SHED, Inc. makes no warranty on workmanship for products constructed or assembled by anyone other than TUFF SHED, Inc. or subcontractors working on its behalf. TUFF SHED, Inc. shall not be liable for any installation or re-installation costs or for the natural characteristic of some wood to split, warp, or twist.

The warranty printed above is the only warranty applicable to the Original Purchaser. The original serial tag must be attached and visible for warranty to be valid. **ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. TUFF SHED, INC. SHALL HAVE NO LIABILITY FOR PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES TO CONTENTS OF YOUR TUFF SHED THE SUNDANCE SERIES STORAGE BUILDING OR GARAGE AND LOST PROFITS. THE TOTAL LIABILITY OF TUFF SHED, INC. UNDER THIS WARRANTY, INCLUDING LABOR, IS LIMITED TO THE ORIGINAL PURCHASE PRICE OF YOUR TUFF SHED THE SUNDANCE SERIES STORAGE BUILDING OR GARAGE.** TUFF SHED, Inc. does not assume and does not authorize any other person to assume for it any other liability in connection with the sale of this TUFF SHED product. Unless otherwise covered by supplier warranty, this warranty shall not apply to any TUFF SHED product or any part thereof which has been damaged by fire, flood, water, earthquake, earth movement, hail, wind, insects, vegetation, damage from sprinklers, adverse weather conditions, vandalism, theft, act of God, accident or other event, or a casualty which is customarily covered by homeowners' insurance. As built, TUFF SHED products are not intended for use as a full-time habitable dwelling. The warranty does not cover damage caused by abuse, misuse, alteration, movement of the shed by anyone not authorized by Tuff Shed, neglect, normal wear and tear, or improper maintenance. TUFF SHED, Inc. makes no warranties whatsoever with respect to accessories or parts incorporated into your Sundance Series product where the supplier or manufacturer of those materials has warranties on such materials which exceed the warranty set forth above. TUFF SHED, Inc. assumes no liability there under and the Buyer must assert any claim under such warranties against such supplier or manufacturer. The terms "Original Purchaser" and "Buyer", as used in this warranty, shall mean that person for whom the TUFF SHED product is originally assembled and installed. The warranty does not extend to subsequent owners of the building. This warranty shall apply only within the boundaries of the Continental United States.

The Buyer acknowledges that no other representations or warranties were made to or relied upon by him or her with respect to the quality or function of the goods herein sold.

Claims under this warranty must be made prior to the expiration of the warranty and within sixty (60) days after the defect is discovered and must be made to TUFF SHED, Inc., by calling 1-800-289-8833, option 3. Tuff Shed must be provided a reasonable opportunity to inspect the alleged defect and an opportunity to cure.

Some states do not allow limitations on how long an implied warranty lasts, and/or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, that vary from state to state.

**DISPLAY BUILDINGS:** If The Sundance Series storage building or garage that you purchased was used as a display at a Home Depot store prior to your purchase of the building, then this warranty is limited to defects in materials and workmanship with regard to roofing and siding only, and does not apply to any other component of the building. If the roofing and siding components do not provide reasonable service under normal use, for a period of five (5) years from the date of purchase, TUFF SHED, Inc. will repair or replace any such roofing and siding component. Except as provided herein, the building is purchased and sold AS-IS, WITH ALL FAULTS. Without limiting the generality of the foregoing, this warranty shall NOT apply to damage to floor joists or flooring whenever occurring, to normal signs of weathering or discoloration of wood, or to the presence of mold, mildew, or fungus of any type whenever occurring.

**LEVELING:** Due to the weight of your TUFF SHED building, natural settling of the product may occur over time and it may become necessary to re-level the building. This limited warranty does not include re-leveling. TUFF SHED, Inc. will provide this service for a reasonable fee.

**CONCRETE:** If TUFF SHED, Inc. installs a concrete pad for your TUFF SHED product, this warranty will apply to the pad. However, this warranty does not cover cracking, peeling, or pitting of concrete, regardless of when it occurs.

**Effective January 11, 2023.** Warranty Claims Department 1-800-289-8833, option 3.

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