

# Everbloom Limited Warranty

Dynaforge Trading LLC (hereinafter "Dynaforge"), the manufacturer of Everbloom raised garden bed system including all its sub-category products, components and accessories (hereinafter "Product"), warrants to the original purchaser or the transferee from the purchaser (hereinafter "Purchaser") that, for the period of time set forth in the below chart, under normal use and service conditions, the Product shall be free from defects in materials or craftsmanship, and shall not rot, split, splinter or disform, and shall not suffer structural damage from termites or fungal decay. The terms of such warranty are listed in below chart:

Product	Physical Integrity	Stain and Fade Resistance
Raised Garden Bed	10 years	3 years
Terraced Garden Bed	10 years	3 years
Elevated Garden Planter	5 years	3 years
Self-watering Reservoir Kit	5 years	3 years
Trellis Assembly Kit	10 years	3 years
Caster Wheel Kit	10 years	3 years

If a defect occurs within the warranty period, Purchaser shall notify Dynaforge in writing and, upon confirmation by an authorized Dynaforge representative of the defect, Dynaforge's sole responsibility shall be, at its option, to either replace the defective Product or refund the portion of the purchase price paid by Purchaser for such defective Product (not including the cost of its installation).

To the fullest extent permitted under the law, this warranty shall not cover, and Dynaforge shall not be responsible for costs and expenses incurred with respect to the disposal of defective product or the installation of replacement materials, including but not limited to labor and freight.

To make a claim under this limited warranty, Purchaser shall send to Dynaforge, within the warranty period referred to above, a description of the claimed defect and proof of purchase, to the following address:

Dynaforge Trading LLC.  
Customer Service  
445 Minnesota Street, Suite 1500  
St Paul, MN 55101

The logo for Everbloom, featuring the word "Everbloom" in a stylized, cursive script font. A small leaf icon is positioned above the letter 'i' in "bloom".

Dynaforge does not warrant against and is not responsible for any condition attributable to:

- (1) improper installation of Product and/or failure to abide by Dynaforge's installation guidelines, including but not limited to improper load capacity;
- (2) use of Product beyond normal use and service conditions, including but not limited to extreme cold or hot weather, or in an application not recommended by Dynaforge's guidelines;
- (3) movement, distortion, collapse or settling of the ground or the supporting structure on which Product is installed;
- (4) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), staining from foreign substances (such as dirt, grease, oil, etc.), or normal weathering (defined as exposure to sunlight, extreme cold or hot weather, and atmosphere which will cause any colored surface to gradually fade, chalk, or accumulate dirt or stains);
- (5) variations or changes in color of Product;
- (6) improper handling, storage, abuse, or neglect of Product by Purchaser; or
- (7) ordinary wear and tear.

No person or entity is authorized by Dynaforge to make, and Dynaforge shall not be bound by, any statement or representation as to the quality or performance of Product other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by Dynaforge and Purchaser.

To the fullest extent permitted under the law, under no circumstances will Dynaforge be liable for incidental or consequential damages, whether such damages are sought in contract, in tort (including but not limited to negligence and strict liability) or otherwise, and Dynaforge's liability for non-personal injury claims with respect to defective product shall in no event exceed the replacement of such product or refund of the purchase price, as described above.

Some States or Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion 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 or Province to Province.