

# PRIVATE GATE WARRANTY POLICY

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**MODERN YARD**

Private Gate Warranty Policy

# 1. Warranty Coverage

Modern Yard LLC (“Manufacturer”) warrants to the original purchaser (“Purchaser”) that the Modern Yard Private Gate (the “Product”) will be free from defects in material and workmanship, under normal and proper usage, for a period of 15 years from the original date of purchase.

## 2. Warranty Scope

### **This warranty covers:**

- Structural integrity of the gate
- Any failures due to manufacturing defects

## 3. Warranty Exclusions

### **This Limited Liability Warranty does not cover:**

- Damage caused by improper installation or maintenance not in accordance with Manufacturer’s guidelines
- Damage resulting from physical abuse, misuse, vandalism, or accidents
- Exposure to extreme weather conditions, including but not limited to hurricanes, tornadoes, and other acts of nature
- Alterations, modifications, or repairs not authorized by the Manufacturer, including but not limited to painting, sanding, or welding

## 4. Limitations of Liability

The Manufacturer’s total liability under this warranty is limited to the repair or replacement of the defective product, at the Manufacturer’s discretion. Under no circumstances shall Modern Yard LLC be liable for any incidental or consequential damages, including but not limited to labor charges, removal and reinstallation expenses, or shipping costs.

## **5. Warranty Claims**

**To make a warranty claim, the Purchaser must provide:**

- Proof of purchase
- Photographs and a detailed description of the defect
- Contact information for communication

Claims must be reported within 14 days of receiving the product. Any damage reported after 14 days will not be accepted. Claims should be submitted to [Modern Yard LLC | 510-695-2700 | [service@mymodernyard.com](mailto:service@mymodernyard.com) | Mailing address: 30042 Mission Blvd. Ste 121, Hayward, CA 94544]. Upon approval of the claim, the Manufacturer will repair or replace the defective product or component at no charge to the Purchaser.

## **6. Transferability**

This Limited Liability Warranty is extended solely to the original Purchaser and is non-transferable.

## **7. Disclaimer**

Except as explicitly stated in this Limited Liability Warranty, Modern Yard LLC makes no other warranties, expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose. This warranty is in lieu of all other obligations, liabilities, or warranties.

## **8. Governing Law**

This Limited Liability Warranty shall be governed by and construed in accordance with the laws of the state of California.

**9. Modern Yard LLC does not authorize any individual or entity to provide any warranty service other than this warranty. When Modern Yard LLC and the purchaser sign this warranty, the terms and conditions will not be changed.**

\_\_\_\_\_  
Certified Installer Name

\_\_\_\_\_  
Modern Yard LLC Representative Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\*The Customer is advised to review all terms and conditions of this Agreement and the attached invoice carefully. By signing this Agreement, the Customer confirms their understanding and acceptance of all terms and conditions. Modern Yard LLC values your business and looks forward to providing you with exceptional products and services.

\*Modern Yard LLC reserves the right to amend this Agreement and any related policies at its discretion. Any such amendments will be communicated to the Customer in writing.

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