

RCP Shelters, Inc.

Limited Warranty



RCP Shelters, Inc. (hereinafter "RCP Shelters") warrants that the pavilion will be free from defects in materials and workmanship under normal use for a period of ten (10) years from the delivery date. The entire liability of RCP Shelters and its suppliers and the exclusive remedy shall be for RCP Shelters to repair or replace materials determined to be defective. The repair or replacement of materials shall be at the direction and expense of RCP Shelters.

This limited, pro-rated warranty is conditional upon full payment of the price of the shelter to RCP Shelters. Liability under the warranty is limited in that it shall not exceed the original sales price of the materials supplied to the owner by RCP Shelters.

This limited, pro-rated warranty is void if any damage has resulted from abnormal use including, but not limited to, harsh site conditions, abuse, accident, vandalism, maintenance or lack of maintenance, unloading, incorrect installation, improper storage and handling, misapplication, service, or modification by someone other than RCP Shelters.

RCP Shelters, on behalf of itself and its suppliers, disclaims all other warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose for the pavilion and any accompanying materials required for pavilion installation.

The warranty on items not manufactured by RCP Shelters (e.g. metal roofing, shingles, PVC coated steel benches and tables, cedar cupolas, and fabric), will be passed through RCP Shelters' supplier as per their warranty; contact RCP Shelters' customer service at 772-288-3600 for supplier warranty.

The 10-year limited, pro-rated warranty excludes structures installed in corrosive environments including, but not limited to: salt air, high humidity or water systems that come in contact with the shelter.

In the event of a claim of defect in materials or workmanship, owner will provide notice of defect in writing, delivered to RCP Shelters at the address indicated below within thirty (30) calendar days from discovery of the defect. RCP Shelters is the sole authority in determining if a claim is valid. For valid claims, RCP Shelters will determine whether to repair or to replace defective materials and respond in writing no later than thirty (30) days from the date of receipt of the notice.

Owner must maintain finish system with annual touch-up and documented maintenance procedures. Failure to maintain and document procedures will void the limited, pro-rated warranty. Areas prone to occasional minor defects (e.g. railing, ornamentation, acute angles, end plates, cover plates, and other accessories) will require touch-up and maintenance by owner. Neither corrosion nor run-off stains from shavings, roof trim, screws, and screw holes constitute failure.

The owner must provide complete documentation and photos for all claims. For claims requiring site visit from RCP Shelters, travel expenses will be paid for by the customer prior to travel taking place. The owner will be reimbursed for these expenses if RCP Shelters determines the claim to be valid.

For valid warranty claims, including, but not limited to, powder coat, RCP Shelters will repair the defect. If necessary, at the owner's expense, the owner is responsible to disassemble the structure and return it to RCP Shelters' facility. After repair, RCP Shelters, at its expense, will ship the structure back to the job site. The owner is responsible for all expenses to erect the structure and replacement of any parts that may be deemed unusable after assembling. Repairing does not extend the length of the original warranty. As an alternative, RCP Shelters will compensate the owner up to the cost of the original structure on a pro-rated basis for time remaining of the 10-year limited warranty. When possible, claims should be addressed prior to installation.

Contingent liability is specifically excluded. Under any circumstances RCP Shelters and its suppliers will not be liable for any damages whatsoever, including without limitations, damages for lost profits, interruption of service, or other pecuniary or consequential loss, arising out of the use or inability to use the pavilion, even if RCP Shelters is advised of the possibility of such damages.

Project Name:
Project Location:

RCP Project #
Ship Date: