

# ToughGate™

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## CITYSCAPES INSTALL WARRANTY INFORMATION

PEACE OF MIND GUARANTEED — OUR WARRANTY HAS YOU COVERED.



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Thank you for  
choosing ToughGate™  
Doors & Gates

ToughGate™ Doors & Gates by CityScapes Inc is designed to be both beautiful and low-maintenance, so you can feel confident in your purchase. Rest assured that your decision is backed by a warranty that ensures many years of reliable service.



**CityScapes**

ARCHITECTURAL INNOVATIONS

**CityScapes International Inc.**

Customer Service

Phone: 1-877-727-3367

Email: [contact@cityscapesinc.com](mailto:contact@cityscapesinc.com)

# TOUGHGATE™ DOORS & GATES

**Effective Date:** [January 24, 2024]

## **TERMS:**

CITYSCAPES INC. ("ToughGate") warrants its ToughGate™ Doors & Gates (the "Product") against defects from manufacturing for a period of **two (2) years** from the date of purchase. Cityscapes warranty only applies to products properly installed as per the final approved submittals and according to the installation instructions.

The obligations of CityScapes under this Warranty are limited to the repair, replacement, or refund of the defective Product or a portion thereof affected by the color fading. CityScapes will not be liable for any loss or damage arising from the use of the Product. In no event shall Cityscape's liability exceed the cost of repair or replacement of the Product.

**This Warranty is in lieu of all other warranties, expressed or implied, including without limitation the implied warranties of merchantability and fitness for a particular purpose. CityScapes shall not be liable for any incidental or consequential damages resulting from the use or inability to use the Product, including but not limited to, damages for loss of profits, loss of goodwill, or any other commercial or economic losses.**

CityScapes reserves the right to revise, modify, or update this Warranty without prior notice.

## **TRANSFERABILITY:**

This Warranty is valid only for the original purchaser of the Product and is not transferable. CityScapes will repair or replace, at its discretion, any defective Product under normal use and maintenance and within the Warranty Period. This Warranty also covers color fading of the Product during the Warranty Period.

## **PRODUCT INTEGRITY:**

When installed properly, ToughGate™ Doors & Gates is warranted not to buckle or separate as a function of expansion and contraction.

CityScapes reserves the right to discontinue or change any of its Products, including color, without giving notice. Should a product covered by this warranty not be available; CityScapes reserves the right to substitute a product that is of equal quality or price, according to CityScapes sole discretion.

# CITYSCAPES INSTALL LIMITED WARRANTY

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## **LIMITATIONS:**

- NORMAL WEATHERING (AS DEFINED BELOW)
- UNEVEN EXPOSURE TO SUNLIGHT
- MISUSE OR NEGLIGENCE
- FAILURE TO PROVIDE REASONABLE MAINTENANCE TO PREVENT ACCUMULATION OF DIRT, MILDEW, STAINING MATERIALS, POLLUTION, EXPOSURE TO CHEMICAL PRODUCTS OR INCOMPATIBLE CLEANERS
- IMPROPER HANDLING OR STORAGE
- DEFECTS IN THE ROOF STRUCTURE (MATERIALS OR CONSTRUCTION) ON WHICH CITYSCAPE'S PRODUCTS ARE INSTALLED WHICH CAUSE FAILURE, SUCH AS MOVEMENT, CRACKING OR SETTLING OF THE FOUNDATION OR BUILDING.
- DEFORMATION CAUSED BY HIGH HEAT SOURCES INCLUDING BUT NOT LIMITED TO GRILLS, FIRE PITS, FOIL SHEATHING, LOW E-GLASS WINDOWS AND LOW E-GLASS DOORS.
- DAMAGE CAUSED BY ANIMALS OR INSECTS
- IMPACT OF FOREIGN OBJECTS, INCLUDING OBJECTS ATTACHED DIRECTLY TO THE PRODUCT, HAIL, LIGHTNING, FIRE, HURRICANE, TORNADOES, OR OTHER ACTS OF GOD
- VANDALISM, INTENTIONAL DAMAGE, RIOT, OR INSURRECTION

## **NORMAL WEATHERING:**

NORMAL WEATHERING IS DEFINED AS EVEN EXPOSURE TO ULTRAVIOLET SUNLIGHT AND EXTREMES OF WEATHER AND ATMOSPHERE WHICH WILL CAUSE ANY COLORED OR PAINTED SURFACE TO FADE, DARKEN, CHALK OR ACQUIRE A SURFACE ACCUMULATION OF DIRT OR STAINS. THE SEVERITY OF THESE CONDITIONS DEPENDS ON AIR QUALITY, THE GEOGRAPHIC LOCATION OF THE PROPERTY AND OTHER LOCAL CONDITIONS OVER WHICH CITYSCAPES HAS NO CONTROL. CITYSCAPES SHALL DETERMINE WHETHER THE MATERIALS IS SUFFERING FROM NORMAL WEATHERING (WHICH IS NOT COVERED BY WARRANTY). THIS CONCLUSION SHALL BE BASED ON WHETHER THE PRODUCT(S) EVIDENCES A CHANGE IN COLOR LESS THAN THREE (3) HUNTER UNITS AS CALCULATED ACCORDING TO ASTM D2244. PRODUCT(S) MUST HAVE BEEN EXPOSED TO THE SAME WEATHERING CONDITIONS.

## **WARRANTY CLAIM:**

To make a claim under this Warranty, the Customer must provide a copy of the sales confirmation and contact CityScapes directly in writing or via email at [contact@cityscapesinc.com](mailto:contact@cityscapesinc.com). CityScapes will then provide instructions on the return of the defective Product.

WITHIN 30 DAYS OF IDENTIFYING A DEFECT, THE CLAIMANT MAY BE REQUIRED TO PROVIDE A WRITTEN DESCRIPTION WITH PICTURES DEMONSTRATING THE CLAIMED MANUFACTURING DEFECT. IN SOME CASES, AN ACTUAL SAMPLE OF THE DEFECTIVE PRODUCT MAY NEED TO BE REMOVED AT THE OWNER'S EXPENSE FOR ANALYSIS. CITYSCAPES WILL ANALYZE THE PROVIDED MATERIALS AND INFORMATION TO DETERMINE THE VALIDITY OF THE CLAIM.

This Warranty gives the Customer specific legal rights, and the Customer may also have other rights which vary from state to state.

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