

Effective Date: May 1, 2026

Upgryd Inc. ("Upgryd") designs and builds residential outdoor living spaces engineered for long-term durability. This Limited Warranty defines the coverage Upgryd provides on those projects.

For purposes of this warranty, "project completion date" means the date Upgryd records the project as complete in Upgryd's records (typically the date of the final walkthrough with the Owner). The project completion date is the date used for all coverage period calculations under this warranty.

COVERAGE ELIGIBILITY

This Limited Warranty applies only to projects completed by Upgryd on or after May 1, 2026, at single-family residential properties located in the United States and occupied by the property owner as a personal residence.

This warranty does not apply to:

- Commercial properties of any kind;
- Multi-family buildings other than a single-family dwelling with one attached accessory dwelling unit;
- Properties used in whole or in part for short-term rentals, including but not limited to Airbnb, Vrbo, HomeAway, or any other short-term, vacation, or transient rental platform or arrangement;
- Properties operated as bed-and-breakfasts, hotels, lodging, hospitality, or any other commercial use;
- Structures used for events open to the public or for commercial gatherings.

Projects completed prior to May 1, 2026 remain subject only to the warranty terms in effect at the time of original completion. No provision of this warranty retroactively modifies, extends, or replaces any prior warranty issued by Upgryd Inc.

1. LIMITED WORKMANSHIP AND STRUCTURAL WARRANTY

Upgryd warrants to the original purchaser ("Owner") that the deck structure, framing, beams, posts, footings, hardware, stairs, railings, pergolas (other than aluminum pergola systems, which are addressed in Section 6), skirting systems, and related installation workmanship installed by Upgryd will not split, splinter, corrode, rot, suffer fungal decay, warp, cup, develop structural checks, or sustain termite-related structural damage as a direct result of installation defect for a period of twenty-five (25) years from the project completion date, subject to the prorated coverage schedule and all other terms, exclusions, and limitations of this warranty.

This warranty applies equally to:

- (a) New decks built by Upgryd; and
- (b) Decks resurfaced by Upgryd. As part of every Upgryd resurface project, Upgryd inspects the existing structure and repairs, reinforces, or replaces any component that does not meet Upgryd's installation standards before the new surface is installed. Upon completion of an Upgryd resurface, the completed deck – including all framing, helical footings, posts, beams, hardware, and stair systems – is covered under this warranty as if newly built.

This warranty does not cover concealed conditions, existing concrete footings, or latent defects in existing structural components that could not reasonably be discovered during the resurface inspection process.

2. HELICAL PILE FOOTING COVERAGE

Where Upgryd installs helical pile footings, Upgryd warrants those footings against settlement, heave, lateral movement, or structural failure caused by installation defect – including insufficient installation torque, inadequate pile depth, undersized helix configuration for the loaded area, or inadequate pile count for the loaded area – for the full warranty period, subject to the prorated coverage schedule.

This coverage does not apply to footing displacement caused by sinkholes, soil liquefaction, undisclosed subsurface voids, seismic events, sustained groundwater changes, or other geotechnical conditions outside Upgryd's reasonable ability to detect at the time of installation.

3. MANUFACTURER MATERIAL WARRANTIES

Many products installed by Upgryd are independently covered by manufacturer warranties. These products may include decking, railing, lighting, pergolas, drainage systems, skirting, fastening systems, and related accessories. Manufacturer warranty terms, durations, transferability, and exclusions vary by manufacturer and product line. Owners are responsible for reviewing all applicable manufacturer warranty documentation.

Most manufacturer warranties cover replacement product only and do not include the labor required to remove defective product or install replacement product. Upgryd will assist the Owner in submitting manufacturer warranty claims, but final warranty determinations remain solely at the discretion of the manufacturer.

4. SUPPLEMENTAL DECKORATORS COVERAGE

Upgryd extends supplemental coverage on the following Deckorators products installed by Upgryd, and no others:

Decking:

- Deckorators Venture
- Deckorators Summit
- Deckorators Voyage

Railing:

- Deckorators Rapid Rail
- Deckorators Horizontal Cable Railing

This supplemental coverage does not apply to any other Deckorators product, including but not limited to lighting, fasteners, post caps, post sleeves, accessories, hardware, or any decking or railing product not listed above.

This supplemental coverage applies in two situations:

- (a) Original Purchaser. If a material defect occurs in a covered Deckorators product, the product was installed by Upgryd in accordance with or exceeding Deckorators' installation specifications, the Owner has complied with the maintenance requirements of this warranty, and Deckorators either denies a valid claim or does not include the labor required to install replacement product, Upgryd will, at its sole discretion, perform supplemental repair or replacement labor for the same scope, configuration, and materials as the original installation, prorated per the schedule in Section 8.
- (b) Approved Transferee. The Deckorators manufacturer warranty is non-transferable. Where this Upgryd warranty has been transferred to an approved transferee per Section 9, Upgryd extends supplemental coverage on the listed Deckorators products to that transferee for the remainder of the warranty period, prorated per the schedule in Section 8. Coverage under this subsection includes:
 - Structural defects. The product will not split, splinter, corrode, or become structurally unfit due to rot, fungal decay, warp, cupping, structural checks, or termite-related damage.
 - Permanent staining. The product will not exhibit permanent staining from food and beverage substances that would typically be present on a residential deck – including condiments, salad dressings, salad oils, grease, tea, wine, coffee, fruit punch, sodas, and similar items – provided the Owner removes the spill with water and mild household cleaners within forty-eight (48) hours of exposure.
 - Excessive color fade. The product will not exhibit color change greater than five (5) Delta E (CIE) units on non-variegated color surfaces as measured per ASTM D2244. For variegated color surfaces, "excessive color fade" means color change materially in excess of normal weathering.

Deckorators decking products are rated for direct ground contact and water submersion only in specific product lines. Where installation conditions require ground-contact-rated or water-contact-rated material, this supplemental coverage applies only to products installed in a configuration permitted by Deckorators' published installation specifications.

This supplemental coverage does not modify, extend, replace, or alter any Deckorators manufacturer warranty, does not create an independent manufacturer warranty on behalf of Deckorators, and does not obligate Deckorators to provide warranty coverage to any party. All Deckorators manufacturer warranty determinations remain solely the responsibility of Deckorators.

5. DECK LIGHTING COVERAGE

Deck lighting systems, transformers, wiring, LED components, and related lighting equipment installed by Upgryd are covered under this warranty for a maximum period of five (5) years from the project completion date. This lighting coverage is limited to defects in installation workmanship and manufacturer-covered product defects.

After five (5) years, all lighting-related coverage under this warranty expires regardless of any remaining structural warranty period.

6. ALUMINUM PERGOLA SYSTEMS

Aluminum pergola systems installed by Upgryd are not covered under this Upgryd warranty. The Owner's sole warranty coverage on an aluminum pergola system is the applicable manufacturer warranty issued by the pergola manufacturer, subject to that manufacturer's terms, exclusions, and claim procedures.

Upgryd will assist the Owner in submitting manufacturer warranty claims for aluminum pergola systems, but provides no independent workmanship, structural, supplemental, or other warranty coverage on aluminum pergola systems.

7. REPAIR AND REPLACEMENT STANDARD

Where Upgryd performs repair or replacement under any section of this warranty, such repair or replacement is limited to work of the same scope, configuration, and materials as the original Upgryd installation.

Upgryd does not provide cash refunds, credits, or monetary reimbursement of any kind under this warranty. The Owner's sole remedy under this warranty is repair or replacement of the affected covered component performed by Upgryd or its authorized representatives.

This warranty does not entitle the Owner to upgraded materials, expanded scope, design changes, or any alternative remedy in lieu of repair or replacement.

8. PRORATED COVERAGE SCHEDULE

Years 0-5: 100% labor coverage for approved claims.

Years 6-10: 75% labor coverage for approved claims.

Years 11-15: 50% labor coverage for approved claims.

Years 16-20: 25% labor coverage for approved claims.

Years 21-25: 10% labor coverage for approved claims.

Material replacement, if any, is provided solely under applicable manufacturer warranty terms and, where applicable, under Upgryd's supplemental coverage in Section 4.

9. WARRANTY TRANSFERABILITY

This warranty may be transferred one (1) time only to a subsequent residential property owner within five (5) years of the project completion date.

To transfer this warranty:

- Upgryd must be notified in writing at warranty@upgryd.com within thirty (30) days of the property transfer;
- Proof of original installation and ownership transfer must be provided; and
- The structure must remain in substantially original condition without disqualifying modifications.

After transfer, the warranty continues under the original warranty schedule and expiration date. Upgryd will confirm the transferee's registration in writing.

This warranty is otherwise non-transferable.

10. WARRANTY REGISTRATION

Upgryd registers this warranty internally on the project completion date. The Owner is not required to submit a separate registration. The project completion date recorded by Upgryd is the date used for all coverage period calculations under this warranty.

Registration of a transferee under Section 9 must be initiated by the Owner or the prospective transferee within the notice period set forth in Section 9.

11. OWNER MAINTENANCE REQUIREMENTS

To maintain warranty eligibility, the Owner must:

- Keep all drainage pathways clear and functional;
- Prevent accumulation of leaves, debris, mulch, soil, snow, or standing water against framing components;
- Maintain ventilation beneath the structure;
- Prevent direct ground contact with structural framing;
- Follow all applicable manufacturer maintenance guidelines;
- Promptly address conditions that may contribute to moisture retention or structural deterioration;
- Remove food and beverage spills with water and mild household cleaners within forty-eight (48) hours of exposure;
- Clean mold and mildew within one (1) week of first appearance.
- Owner must use only manufacturer-approved cleaning products and methods. Damage from non-approved cleaning is not covered.

Failure to reasonably maintain the structure may void this warranty in whole or in part.

12. PRE-CLAIM INSPECTION REQUIREMENT

The Owner must not repair, modify, remove, disassemble, dispose of, or otherwise alter the alleged defect or surrounding affected components before Upgryd has been given the opportunity to inspect the condition.

Repair, replacement, disassembly, or disposal of the alleged defect prior to inspection by Upgryd voids this warranty as to the affected condition.

In an emergency presenting immediate risk of injury or property damage, the Owner may take reasonable temporary measures to prevent further damage, provided Upgryd is notified within twenty-four (24) hours and provided full inspection access as soon as reasonably possible thereafter.

13. MODIFICATIONS AND UNAUTHORIZED ALTERATIONS

Unauthorized structural alterations, modifications, additions, or repairs may void this warranty in whole or in part. Examples include, but are not limited to:

- Addition of hot tubs, spas, planters, statuary, or other concentrated loads not included in the original project design;
- Modification of framing members;
- Removal or relocation of structural components;
- Improper attachment of roofs, enclosures, or accessories;
- Fastener replacement with incompatible hardware;
- Third-party structural modifications or repairs;
- Landscaping or grading changes that result in altered drainage, moisture retention, or soil contact with framing.

Upgrdyd reserves the right to determine whether modifications materially affected the claimed condition.

14. EXCLUSIONS AND LIMITATIONS

This warranty does not cover:

- Normal weathering, fading within manufacturer-allowed tolerances, chalking, checking, shrinkage, expansion, contraction, or cosmetic aging of materials;
- Minor surface scratches, dents, or aesthetic imperfections;
- Damage caused by misuse, abuse, neglect, impact, vandalism, or improper maintenance;
- Damage caused by ice melt products, deicing chemicals, salt exposure, abrasive compounds of acidic or basic pH, paints or stains, strong solvents, metallic rust, fungicides, biocides, plant foods, bactericides, or any other non-food and non-beverage chemical substance;
- Damage caused by direct or indirect contact with abnormally high heat sources, including grills, fire pits, chimineas, smokers, outdoor heaters, hot tubs, low-emissivity (Low-E) glass windows or doors, or other concentrated heat or reflected light sources;
- Damage caused by concentrated point loads, including but not limited to heavy planters, statuary, furniture, retained snow piles, or other items causing localized stress beyond normal residential use;
- Damage resulting from acts of God, including flooding, hurricanes, tornadoes, earthquakes, lightning, fire, hail, ice storms, or other extreme weather events;
- Geotechnical conditions outside Upgrdyd's reasonable ability to detect at installation, including sinkholes, soil liquefaction, undisclosed subsurface voids, seismic events, or sustained groundwater changes;
- Mold, mildew, staining, or discoloration not properly cleaned within one (1) week of first appearance;
- Damage caused by animals, insects, pests, or vegetation contact;
- Standing water or drainage issues not caused by Upgrdyd installation workmanship, including drainage compromised by post-completion landscaping, grading, or hardscape changes;
- Damage resulting from modifications, repairs, or work performed by unauthorized parties;
- Product performance falling within manufacturer-allowed tolerances;
- Aluminum pergola systems, as addressed in Section 6;
- Concealed conditions or latent defects in existing components not reasonably discoverable during a resurface inspection;
- Use of the structure in any application excluded under Coverage Eligibility above.

15. LIMITATION OF LIABILITY

Upgrdyd's sole obligation under this warranty is limited to repair or replacement of the affected covered component, as determined solely by Upgrdyd. Upgrdyd does not provide cash refunds, credits, or monetary reimbursement of any kind under this warranty.

Under no circumstances shall Upgrdyd be liable for:

- Incidental damages;
- Consequential damages;
- Loss of use;
- Diminution in property value;
- Relocation costs;
- Lodging expenses;
- Personal injury;
- Water intrusion into structures not constructed by Upgrdyd;
- Loss of rental income, business income, or commercial use; or
- Any other indirect damages of any kind.

Upgrdyd's maximum aggregate liability under this warranty shall not exceed the original contract value of the applicable project.

16. WARRANTY CLAIM PROCEDURE

All warranty claims must be submitted at <https://www.upgryd.com/about-us/warranty> using the warranty claim submission procedure on the page. The full claim procedure, required documentation, inspection process, and resolution timeline are published at <https://www.upgryd.com/about-us/warranty> and are incorporated into this warranty by reference.

Upgryd reserves the right to inspect the structure, determine warranty eligibility, identify the cause of the condition, and coordinate with the applicable manufacturer where appropriate.

Owner must provide reasonable access to the property and structure for any warranty inspection, including the right to photograph and document. Refusal voids the claim.

Owner must file the claim at <https://www.upgryd.com/about-us/warranty> a description of the issue and pictures of the issue within 30 days of discovering a covered condition.

Upgryd has 60 days after claim submission to inspect and begin remediation.

17. GENERAL TERMS

This warranty constitutes the entire warranty agreement between Upgryd and the Owner and supersedes all prior representations unless expressly stated in writing.

No employee, salesperson, representative, or subcontractor is authorized to modify this warranty without written approval from Upgryd.

If any provision of this warranty is deemed unenforceable, all remaining provisions shall remain in full force and effect.

This warranty gives the Owner specific legal rights. The Owner may also have other rights that vary by state.

18. DISCLAIMER OF IMPLIED WARRANTIES

THIS LIMITED WARRANTY SETS FORTH UPGRYD'S ENTIRE OBLIGATION AND THE OWNER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE WORK COVERED HEREIN. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS DOCUMENT, UPGRYD MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED UNDER APPLICABLE LAW ARE LIMITED IN DURATION TO THE WARRANTY PERIOD SET FORTH IN SECTION 1 OF THIS WARRANTY.

CONTACT INFORMATION

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