

## LIMITED Lifetime WARRANTY

Congratulations on purchasing your NexFence Posts. At NexFence, our goal is to provide you with the best fencing products that are built to stand the test of time.

If, however, you discover a defect in materials or workmanship, simply visit <u>www.nexfence.com</u> for instructions on how to claim your warranty.

What does this Warranty cover? NexFence warrants its Posts are free from defects in material and workmanship, including structural failure for as long as you own your home. "Structural Failure" is defined as a permanent bend of more than 5% where the traditional wood top structure and composite base meet or are joined. Separate and distinct warranties for hardware and other products associated with your fence system are not covered under this warranty. In addition, this warranty does not cover the traditional wood top of the structure.

If the original purchaser is a corporation, partnership, unincorporated association, or a government or public entity including but not limited to a church or school, the warranty period shall be for twenty (20) years from the original purchase date.

What is not covered by this Warranty? This limited warranty does not cover any damages resulting from improper installation, unreasonable use, alteration, neglect, improper service, or abusive handling of the product. In addition, acts of God or any other cause that does arise out of defects in materials or workmanship are not covered. This limited warranty does not cover the costs of installation, removal of the older product, or reinstallation. Use in extremely harsh conditions such as industrial, manufacturing, chemical, costal, or marine environments is not warranted. Damages resulting from winds exceeding 73 mph (Ultimate) for Exposure "B" as determined in accordance with the requirements of the 2015 International Building Code are not covered by this warranty.

**How long does this coverage last?** This warranty lasts for as long as you own your home. You must be the original purchaser and owner of the NexFence Posts.

**How do I protect my rights under this Warranty?** To protect your rights under this warranty and to make sure that you are covered under this warranty, please visit <u>www.nexfence.com</u> to fill out the warranty registration form within 30 days of purchase. Warranty coverage is not conditional upon doing so as long as you can provide proof that you are the original purchaser and you meet all the requirements stated in this warranty.

**How do I make a claim under this Warranty?** To make a claim under this warranty, please visit <u>www.nexfence.com</u> for filing instructions. You will need to provide a brief description of the problem in addition to proof of purchase if you have not registered your product within 30 days of purchase.

Additional Limitations and General Conditions. THE PROVISIONS OF THIS WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY EXPRESS OR IMPLIED INCLUDING SPECIFICALLY BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE AMOUNT OF YOUR RESTITUTION WILL NOT INCLUDE LABOR TO INSTALL THE REPLACEMENT POSTS OR OTHER COMPONENTS WITHIN, DELIVERY CHARGES, SALES TAX OR OTHER CHARGES, NOR IS NEXFENCE REQUIRED TO PROVIDE SUCH LABOR OR SERVICES. THIS PRODUCT IS LIMITED IN DURATION TO THE TERM OF THIS LIMITED WARRANTY. IN NO EVENT SHALL NEXFENCE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, OR INCENDENTAIL DAMAGES ARISING OUT OF OR CONNECTED WITH THE PURCHASE OR USE OF THIS PRODUCT OR ANY OTHER BREACH OF WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. THIS WARRANTY APPLIES TO ONLY POSTS INSTALLED WITHIN THE US AND CANADA.