

Limited Warranty

ARV Ventures, LLC, d/b/a NexFence, (the “Company”) expressly warrants to the original purchaser that from the date of proper installation, for as long as you own your home, your NexFence fence posts (the “Product” or “Products”) will be reasonably free of defects in materials and workmanship. If, however, the original purchaser is a corporation, partnership, unincorporated association, or government or public entity (including, but not limited to, a church or school), the warranty period shall be for a period of twenty (20) years from the date of purchase. This Limited Warranty only applies to the Company’s Products which are used, stored, handled, and installed in the manner recommended by Company, and this Limited Warranty does not apply to Products installed in industrial, coastal, or marine environments.

Company will provide replacement Product without charge if the Product fails or does not perform as warranted solely due to a manufacturing defect within the warranty period, subject to the exclusions set forth in this Limited Warranty. THIS LIMITED WARRANTY DOES NOT INCLUDE THE COST OF ANY LABOR TO REMOVE AND REPLACE PRODUCT, NOR IS COMPANY REQUIRED TO PROVIDE SUCH LABOR. THIS LIMITED WARRANTY ALSO DOES NOT COVER DELIVERY CHARGES, SALES TAX, OR OTHER CHARGES INCURRED IN MAKING A CLAIM UNDER THIS LIMITED WARRANTY. This Limited Warranty is not transferable. Company’s obligation as to replacement shall further be limited to replacement with the styles, models, products, colors, etc. of the Product that are available at the time of the replacement, and shall be limited to the replacement of only the specific Product(s) that fails due to a manufacturing defect. Any replaced product shall also remain subject to the original warranty period provided by this Limited Warranty.

You may obtain coverage under this Limited Warranty by providing Company with proof of original purchase or installation. For service under this Limited Warranty, you must notify the Company in writing at the address below, providing sufficient information for a warranty claim, such as your name and address, a description of the product involved, and the nature of the defect, along with your proof of purchase or installation. Company will investigate the claim, and then advise within 30 days of the conclusion of the investigation as to whether replacement Product(s) are available.

Disclaimer of Warranties

Company’s Products must be stored, handled, installed, used, and maintained in accordance with instructions provided by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Copies of the Company’s use guides, instructions, and other materials are available from the Company at the address listed below. You may also obtain these materials by contacting Company at 419-367-8387 or on the Company’s website at nexfence.com. This Limited Warranty does not cover defects caused by:

1. non-compliance with Company’s guides and instructions, and such failures include, but are not limited to, exposure to physical abuse, chemical abuse (e.g., harsh cleansers and solvents), thermal abuse or shock (e.g., excessive heat or cold), and misuse;
2. improper storage, installation, handling, and/or use of the Product;
3. damage not resulting from manufacturing defects that occurs while the Product is in the customer’s possession;
4. unreasonable or unintended use of Product;

5. products installed with known or visible manufacturing defects at the time of installation;
6. minor conditions such as stains, scratches, color variations, etc.;
7. natural aging of wood components;
8. failure or dissatisfaction with appearance of Product.

Any information or suggestion by Company with respect to the Products concerning applications, specifications, or compliance with codes and standards is provided solely for your convenient reference and are made without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Products for your specific application.

THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY COMPANY IN CONNECTION WITH THESE PRODUCTS. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY DOES NOT MAKE ANY IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS SOLD BY COMPANY ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY COMPANY IN WRITING. OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE REPLACEMENT OF NON-CONFORMING PRODUCTS, OR AT THE OPTION OF COMPANY, RETURN OF THE PRODUCT AND A REFUND OF THE PURCHASE PRICE. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCTS PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.

Limitation of Liability

No claim by the buyer/owner of any kind, including claims for indemnification, shall be greater in amount than the purchase price of the Products in respect to which damages are claimed. IN NO EVENT SHALL COMPANY (INCLUDING ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OWNERS, AND AGENTS) BE LIABLE TO BUYER/OWNER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, STATUTORY, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUES, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS SOLD HEREUNDER, OR FOR ANY LIABILITY OF BUYER TO ANY THIRD PARTY WITH RESPECT THERETO.

Contact Information

Any questions concerning this warranty should be addressed to:

ARV Ventures, LLC, d/b/a NexFence
118 E. 3rd Street, Suite N, Perrysburg, OH 43551
Attention: Aaron Valentine, President
419-367-8387; nexfence.com