

**All Season Fencing, Ltd.
Limited Lifetime Warranty**

This warranty is given to either (1) the original purchaser or (2) the owner(s) of the property at the time of installation, if different from the original purchaser (collectively hereinafter “Purchaser”), of All Season Fencing, Ltd. products (hereinafter “Products”) manufactured by All Season Fencing, Ltd. (hereinafter “ASF”). Except as set in the exclusions, limitations, and restrictions set forth below, ASF warrants to a Purchaser for twenty five (25) years for standard colours (White, Tan, Grey) and fifteen (15) years for all other colours (Hazelwood, Supernova, Ontario Green Cedar, Black, Brown, and Charcoal), the Products will, from the date of the original purchase, be free from material defects in workmanship and materials that (1) occur as a direct result of the manufacturing process; (2) occur under normal use and service; (3) occur during the warranty period; (4) result in splitting, cupping, splintering, blistering, peeling, flaking, cracking, rotting or structural damage from termites or fungal decay and (5) excessive non-uniform fading of fences under normal conditions. **Excessive fading is determined by colour change of more than 5 Delta E during the warranty period.**

Below is the Pro-Rated Chart for recovery during the warranty period:

25 Years			15 Years		
Years of Claim	Recovery	Years of Claim	Recovery	Years of Claim	Recovery
1 - 10	100%	15 - 16	40%	0 - 5	100%
11 - 12	80%	17 - 19	20%	6 - 10	75%
13 - 14	60%	20 - 25	5%	11 - 14	35%
				15+	0%

Recovery in the above chart refers to the percentage of replacement material provided for a warranty claim during the period. If replacement material is provided by ASF during a period of less than 100% recovery, the remainder shall be purchased at the current material price.

Exclusion from Warranty Coverage:

ASF does not warrant against, is not responsible for, and no implied warranty shall be deemed to cover, any product failure, product malfunction, or damages attributed to (1) improper installation of the Products and/or failure to abide by ASF’s installation instructions, including but not limited to improper post, rail, picket, and all other component spacing; (2) use of the Products beyond normal use, or in an application not recommended by ASF’s installation instructions and/or local building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which the Products are installed; (4) any act of God (such as flooding, wind storm, earthquake, lightning, etc...), environmental conditions (such as environmental pollution, mold, mildew, etc...); (5) improper handling, storage, abuse, or neglect of the Products by Purchaser or third parties; (6) exposure to, or direct or indirect contact with, heat sources including reflected sunlight from glass which may damage the structure of the Products and/or cause the Products to fade; (7) staining caused by exposure to well water, hard water, lawn treatment chemicals, corrosive solutions, or any solution or detergent not explicitly recommended for use by ASF in writing; (8) fabrication or remanufacturing by third parties; (9) any fasteners not supplied by ASF; (10) improper application of paint or other surface chemicals not recommended by ASF in writing; (11)

damages resulting from mishandling in transit; (12) non-uniform fading of the Product (i.e. less than 5 Delta E during the warranty period); (13) normal weathering of surfaces. Normal weathering is defined as exposure to sunlight and conditions of weather, atmosphere, and environment, which cause any coloured surface to gradually fade or accumulate dirt or staining. The severity of the condition is dependant upon the location of the Products, the cleanliness of the air and other factors over which ASF has no control. ASF shall have sole discretion to determine whether the Products are experiencing normal weathering.

This warranty does not include labour, transportation costs, or any other expenses of any kind incurred in connection with the purchase, use or installation of any material provided under this warranty. Replacement is the sole and exclusive option under the limited warranty and is at the discretion of ASF.

If a defect is perceived to be found in the Products, the Purchaser shall notify ASF in writing within 30 days of discovering the defect. The Purchaser may be required to return the Products to ASF at her expense for evaluation. ASF shall inspect the Products upon receipt and determine if they meet the criteria for a warranty claim, and if a replacement is appropriate.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE, OTHER THAN AS EXPRESSED HEREIN.

No person, agent, distributor, dealer, service facility, or company is authorized to change, modify, or amend the terms of this limited warranty in any manner or fashion whatsoever, except to the extent provided in this limited warranty. ASF shall not be liable to the Purchaser, or to any other person or company, for any incidental or consequential damages or loss of profit resulting from any defect in the Products.

ASF assumes no liability for any damages including, but not limited to, personal, property, incidental, or consequential, damages, resulting from the installation of its Products. This warranty does not cover painted finishes or coatings applied to the Products by the Purchaser or any third party.