

## 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. (hereinafter "Products") manufactured by All Season Fencing, Ltd. (hereinafter "ASF"). For the purposes of this warranty, a "Residential Purchaser" shall refer to a single-family residential homeowner. Except as set in the exclusions, limitations, and restrictions set forth below, ASF warrants to a Residential Purchaser for twenty five (25) years for standard colours (White, Tan, Grey) and 15 years for all other colours (Hazelwood, Supernova, Ontario Green Cedar, Black, Brown, and Charcoal), the Product 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%	1 – 8	100%
11 – 12	80%	17 – 19	20%	9 – 12	75%
13 – 14	60%	20 – 25	5%	12 – 15	35%

### 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 Product and/or failure to abide by ASF's installation instructions, including but not limited to improper spacing; (2) use of the Products beyond normal use, or in an application not recommended by ASF's installation instruction 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 condition (such as pollution, mold, mildew, etc.); (5) normal weathering of surfaces; (6) improper handling, storage, abuse or neglect of the Products by Purchaser or third parties; (7) exposure to, or direct or indirect contact with extreme heat sources including reflected sunlight from glass which may damage the structure of the product and/or cause the Products to fade; (8) staining caused by exposure to well water, hard water, lawn treatment chemicals, and corrosive solutions; (9) fabrication or remanufacturing by third parties; (10) any fasteners not supplied by ASF, or (11) improper application of paint or other surface chemicals not recommended by ASF in writing; (12) damages resulting from mishandling in transit; (13) mild non-uniform fading of the Product (i.e. less than 5 Delta E during the warranty periods).

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 the product. Replacement or repair is the sole and exclusive option under the limited warranty and is at the discretion of ASF.

If a defect is found in ASF's Products, and the above conditions have been met, the customer shall notify ASF in writing within 30 days of discovering the defect. The customer may be required to return the product to ASF (at her expense) for evaluation. ASF shall inspect the material upon receipt and determine if replacement or repair 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 customer or to any other person for any incidental or consequential damages or loss of profit resulting from any defect in the product.

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 coating applied to the product by the original purchaser or any third party. Failure to adhere to the Manufacturer's recommended guidelines for application of painted surfaces shall void the warranty.