SUPERIOR
FENCE & CONSTRUCTION

ORNAMENTAL STEEL & ALUMINUM FENCE LIMITED WARRANTY

As a leading installer & supplier of quality fence products, Superior Fence & Construction, Inc. (“Superior”) warrants our fencing to be free from defects or errors in workmanship related to installation for the life of the fence and defects in materials for 1 year from date of installation. The warranty does not extend to damage caused by improper application or use; abuse; accident; alteration; negligence; vandalism; climbing; swinging on gates; normal wear & tear; acts of God; or any other cause. Fence materials will change appearance, dimensions and shape due to the process of aging and exposure to the elements Defects to the fence & fence hardware caused by these natural changes to the material are specifically excluded from this warranty. There are no other express warranties except as stated herein. This warranty is issued to the original purchaser and is not transferable.

Upon written notice of claim, and receipt of the original purchase order or contract, Superior Fence & Construction, Inc., will repair or replace, at its option, any defective parts. All defective parts become the property of Superior Fence & Construction, Inc. once they have been replaced.

THE WARRANTIES STATED ABOVE ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY SUPERIOR. SUPERIOR DOES NOT MAKE, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY. SUPERIOR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS WARRANTY OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR BENEFITS RESULTING FROM THE USE OF THE FENCING), EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Superior Fence & Construction, Inc. does not authorize any other person or agent to make any other express warranties. Superior Fence & Construction, Inc. neither assumes nor authorizes any other person or agent to assume any other liability in connection to this warranty. Some jurisdictions do not allow limitations on how long an implied warranty lasts, nor do they allow an exclusion or limitation or incidental or consequential damages; therefore, the limitations and exclusions noted herein may not apply.

CUSTOMER_____ PURCHASE DATE_____

CCB # 70422