

### WARRANTY POLICY - FENCING AND GATES

# You must register your Product with us within 90 days of delivery, otherwise you will not be able to claim through this Product Warranty in the future.

Download the registration form at:

https://www.theecofence.com/\_files/ugd/972cb6\_847e1ab877cc4cc68c9bdcdd174f3466.pdf

and send the completed form to support@theecofence.com

#### Standard 20 - Year Limited Residential Product Warranty

The Eco Fence Products ("The Eco Fence") warrants to the original <u>residential</u> purchaser ("Purchaser", "you" or "your") that, for a period of twenty (20) years from the date of original purchase, under normal residential use and service conditions, The Eco Fence Composite Fencing shall be free from material defects in workmanship and materials, and shall not split, splinter, rot, or suffer structural damage resulting from termites, fungal decay or salt air erosion.

For purposes of this warranty, a 'residential application' shall refer to an installation of the The Eco Fence product on an individual residence.

#### Standard 10-Year Limited Commercial Product Warranty

The Eco Fence Products ("The Eco Fence") warrants to the original **commercial** purchaser ("Purchaser", "you" or "your") that, for a period of thirty (10) years from the date of original purchase for a commercial application, under normal use and service conditions that The Eco Fence Composite Fencing shall be free from material defects in workmanship and materials, and shall not split, splinter, rot, or suffer structural damage resulting from termites, fungal decay or salt air erosion.

For the purposes of this warranty, a 'commercial application' shall refer to any installation of the The Eco Fence product other than on an individual residence.

There are two versions:

- 1. Full System Instructions to be followed when The Eco Fence boards & posts are used.
- 2. Boards Only Instructions to be followed when any other posts are used in conjunction with The Eco Fence composite boards.

Use of the full system of The Eco Fence boards, aluminum rails and composite wood posts is highly recommended.

Installations that do not conform to the manufacturer's instructions will void any and all warranties.



#### Warranty Period:

• Residential Application: This product warranty shall be valid for 20 years from the date you purchase the product.

Commercial Application: This product warranty shall be valid for 10 years from the date you
purchase the product.

#### Warranty Transfer:

Warranty transfer: for residential applications this warranty may be transferred one (1) time, within the five (5) year period beginning from the date of original purchase by the Purchaser, to a subsequent buyer of the property upon which composite fencing products were originally installed. With respect to a commercial application, this warranty is freely transferable to subsequent buyers of the property upon which composite fencing products were originally installed.

# Fade and Stain Limited Warranty is Provided to Residential & Commercial Application only.

While the Product is designed to resist fading, no material is fade-proof when subjected to years of exposure to ultraviolet (UV) rays and the elements.

Accordingly, The Eco Fence warrants to the Residential & Commercial Purchaser that, for a period of 20 years from the date of the Residential & 10 years Commercial Purchaser's purchase of the Product, under normal use and service conditions, the Product's color will not fade from light and weathering exposure, as measured by a color change of more than five Delta E (CIE) units for the first five years of the warranty period and of more than six to 10 Delta E (CIE) units prorated for 20 years from year 5 to 20 of the warranty period.

Years Since Purchase Maximum Color Change in Delta E (CIE)		
YEARS	CIE	
0 - 5	< 5	
5 - 8	< 6	
8 - 12	< 7	
12 - 16	< 8	
16 - 20	< 10	



#### **Exclusions to Warranty:**

The Eco Fence does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any product failure, product malfunction, or damages attributable to:

- 1. Improper installation of composite fencing products and/or failure to abide by The Eco Fence installation guidelines, including but not limited to improper gapping, drainage system, reserved size, gap size, incorrect fitting use etc.
- 2. Use of composite fencing products beyond normal use and service conditions, or in an application not recommended by The Eco Fence guidelines and local building codes;
- 3. The product has been installed on land or a support structure that is not stable, moves, collapses or is susceptible to distortion or land subsidence.
- 4. Products have been damaged by animals including but not limited to pets, wildlife, and vermin.
- 5. The product has suffered damage caused by an act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), staining from foreign substances (such as dirt, grease, oil, etc.)
- 6. Improper handling, storage, abuse or neglect of composite fencing products by Purchaser, the transferee or third parties;
- 7. If any coating materials are applied to the Product, including but not limited to paints, stains, cleaners, coatings or pesticides, this warranty will be voided.
- 8. Direct or indirect contact with extreme heat sources (over 275 degrees) may cause fading and may damage the surface of the Product, and any effects of such exposure are expressly excluded from coverage under this warranty.
- 9. Any products that have not been paid in full; or
- 10. Ordinary wear and tear.
- 11. Defects caused by improper loading and unloading, improper transportation, improper storage, improper carrying and improper use of the product by the purchaser, the transporter or any other third party.
- 12. The Eco Fence does not authorize any individual or entity to provide any warranty service other than this warranty. This warranty, the terms and conditions may not be changed.



You are not entitled to claim under this Product Warranty if you do not register your product with us within 90 days of buying.

### **Claim Procedure:**

The Eco Fence reserves the right to request additional information in connection with the warranty claim.

If a valid warranty claim is made during the valid warranty period after the original purchase date, The Eco Fence sole responsibility shall be, at its option, to either replace the defective item or refund the portion of the purchase price paid by Purchaser for such defective item, will be prorated as indicated below (not including the cost of its initial installation or delivery). This warranty shall not cover and The Eco Fence shall not be responsible for costs and expenses incurred with respect to the removal of defective The Eco Fence products or the installation of replacement materials, including but not limited to labor, materials, and freight.

RESIDENTIAL APPLICATION	
Year of Claim	Percentage Refunded
1 - 3 Years	100%
3 - 6 Years	70%
6 - 9 Years	30%
9 - 12 Years	10%
12 - 20 Years	5%
> 20 Years	0%

COMMERCIAL APPLICATION	
Year of Claim	Percentage Refunded
1 - 2 Years	100%
2 - 5 Years	40%
5 - 10 Years	10%
> 10 Years	0%



#### Your claim must include the following:

- I. Original proof of purchase of the Product.
- II. Detailed statement explaining the defect.
- III. Date of installation.
- IV. Address of installation.
- V. Company name and address of installers of the Product.
- VI. Photographs of defect.
- VII. Photographs of the installation.
- VIII. Photographs of the failed Product in site.

If there is any dispute over a claim of alleged defective products, The Eco Fence reserves the right to appoint a suitable representative, if deemed necessary, to inspect the products, and the decision of such representative shall be final and binding. Expenses incurred in the appointment of a suitable representative may be charged to the purchaser at cost. If products are proved to be defective, any expenses will be refunded.