

LIMITED LIFETIME WARRANTY

Elite Fence Products, Inc. (Elite) warrants the original purchaser of the Elite Fence (the "Fence") that the Fence will be free from defects in material and workmanship for as long as the original purchaser owns the fence. Elite also warrants to the original purchaser that the Fence's paint finish will not crack, chip or peel for as long as the original purchaser owns the fence. This warranty does not extend to damage caused by use other than the normal use for which the Fence is intended, negligence, alteration, accident, improper installation, abuse, misuse, vandalism, extreme environmental conditions, or acts of God.

All claims for a breach of this warranty shall be submitted to Elite in writing specifically describing the nature of the breach, together with a photograph of the defective portion of the Fence and a copy of the original retail bill of sale. Elite reserves the right to inspect the defective portion at Elite's factory to determine if the claim is valid. If the claim is valid, Elite shall at its discretion, either repair or replace the defective portion of the Fence. However, all removal, shipping and reinstallation costs are the sole responsibility of the purchaser. Material must not be returned to the factory without prior written authorization from Elite.

The above sets forth Elite's complete warrant and the exclusive remedies against Elite with respect to the Fence. NO ADDITIONAL WARRANTIES ARE GIVEN, EXPRESSLY, STATUTORY OR IMPLIED, ANY IMPLIED WARRANTY OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE IS HEREBY EXPRESSLY DISCLAIMED. Elite shall not in any event be responsible for consequential, personal injury or incidental damages. No person or entity is authorized to change, modify or supplement this warranty, and any such attempt and any other written or implied agreement shall not be valid as against Elite.

This warranty extends only to the original purchaser of the Fence, is not transferable and is void unless the attached registration card is completed and returned to Elite, along with dated proof of purchase within thirty (30) days of the purchase of the Fence. In addition, if the purchaser of the Fence is other than a natural person (ie. corporation, LLC or similar) this warranty shall terminate twenty-five (25) years after the date of purchase of the Fence, notwithstanding anything else herein.

This warranty gives the purchaser specific legal rights. The purchaser may also have other rights which vary from state to state. Also, some of the limitations set forth above may not be allowed in certain states and therefore may not apply to particular purchasers.

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