

WARRANTY

Every FenceScape product is backed by our exceptional customer service and quality guarantee.

FenceScape is backed by a 25-Year Limited Warranty for residential applications and a 10-Year Commercial Warranty. Your new FenceScape fence will be attractive and dependable for years to come. That's because FenceScape is guaranteed against:

Termites Checking Splitting Decaying Rotting Splintering

25-Year Limited Residential Warranty

Coverage

TimberTech FenceScape (hereinafter "FenceScape") warrants to the original consumer purchaser ("Purchaser") that, for a period of twenty-five (25) years from the date of original consumer purchase, under normal use and service conditions, FenceScape products shall be free from material defects in workmanship and materials, and shall not check, split, splinter, rot or suffer structural damage from termites or fungal decay.

If a defect appears within twenty-five (25) years from the date of original customer purchase, Purchaser shall notify FenceScape in writing within thirty (30) days from the discovery of the alleged defect, and, upon confirmation by an authorized FenceScape representative of the defect, FenceScape's 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 (not including the cost of its initial installation). This warranty shall not cover and FenceScape shall not be responsible for costs and expenses incurred with respect to the removal of defective FenceScape products or the installation of replacement materials, including but not limited to labor and freight. The foregoing remedies are the SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY.

Transferability

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 the FenceScape products were originally installed.

To Make A Claim

To make a claim under this limited warranty, Purchaser, or the transferee, shall send to FenceScape, within the warranty period referred to above, a description of the claimed defect and proof of purchase to the following address:

FenceScape • Attn: Claims Department • 894 Prairie Avenue • Wilmington, Ohio 45177

Limitations

FenceScape 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 FenceScape products and/or failure to abide by FenceScape's installation guidelines; (2) use of FenceScape products beyond normal residential use, or in an application not recommended by FenceScape's guidelines and local building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which FenceScape products are installed; (4) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), or staining from foreign substances (such as dirt, grease, oil, etc.); (5) variations or changes in color of FenceScape products; (6) improper handling, storage, abuse or neglect of FenceScape products by Purchaser, the transferee of third parties; (7) acts of vandalism; or (8) the use of fasteners, which do not properly receive and/or secure FenceScape products. Each Purchaser is solely responsible for determining the effectiveness, fitness, suitability and safety of the FenceScape products in connection with its use in any particular application.

No person or entity is authorized by FenceScape to make any statement or representation as to the quality or performance of FenceScape products other than as contained in this warranty, nor is FenceScape bound by any such statement or representation. This warranty may not be altered or amended except in a written instrument signed by FenceScape and Purchaser.

LIMITATION OF REMEDIES AND EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

FENCESCAPE'S LIABILITIES ARE LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY UNDERTAKEN HEREIN, AND UNDER NO CIRCUMSTANCES WILL FENCESCAPE BE LIABLE OR OBLIGATED FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST SALES, LOSS OF GOODWILL, USE OF MONEY, USE OF GOODS, STOPPAGE OF WORK, OR IMPAIRMENT OF ASSETS), WHETHER FORESEEABLE OR UNFORSEEABLE, ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, FRAUD, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT AND ONLY TO THE EXTENT THIS LIMITATION IS SPECIFICALLY PRECLUDED BY APPLICABLE LAW OF MANDATORY APPLICATION. FENCESCAPE'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

This writing is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. No agent, employee or any other party is authorized to make any warranty in addition to that made in this agreement.

Disclaimer

DISCLAIMER OF WARRANTIES: EXCEPT FOR THE EXPRESS WRITTEN WARRANTY CONTAINED HEREIN, FENCESCAPE MAKES NO OTHER WARRANTIES, GUARANTEES OR INDEMNITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, USAGE OF TRADE, CUSTOM OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES, GUARANTEES AND INDEMNITIES ARE HEREBY DISCLAIMED, OVERRIDDEN AND EXCLUDED FROM THIS TRANSACTION.

Some States do not allow limitations on how long an implied warranty lasts so the above limitation may not apply to you.

This warranty shall only be applicable and enforceable in the United States of America and Canada. Copyright ©2008 FenceScape. This warranty is effective for consumer purchases made on or after March 1, 2007.

Warranty Registration Is Easy

Please fill out the card below, or visit www.fencescape.com and select the *Warranty and Care* link to register online.

FenceScape Customers Please complete this card and mail to: FenceScape 894 Prairie Avenue Wilmington, OH 45177 Attn: Warranty	Name _____
	Street Address _____
	City _____ State _____ Zip/Postal Code _____
	Phone _____ Fax _____ E-mail _____
	Date of Birth _____ # of Children in Household _____
	Application: <input type="checkbox"/> Residential <input type="checkbox"/> Commercial
	Components Used: (please check) <input type="checkbox"/> 1/2" x 5-1/2" x 5' – Square Cut Fence Board <input type="checkbox"/> 1/2" x 5-1/2" x 6' – Dog-Eared Fence Board <input type="checkbox"/> 1/2" x 5-1/2" x 6' – Square Cut Fence Board <input type="checkbox"/> 1/2" x 5-1/2" x 8' – Square Cut Fence Board <input type="checkbox"/> 1/2" x 3-1/2" x 6' – Dog-Eared Fence Board <input type="checkbox"/> 1/2" x 3-1/2" x 6' – Square Cut Fence Board <input type="checkbox"/> 1/2" x 3-1/2" x 8' – Square Cut Fence Board <input type="checkbox"/> Steel Reinforced Rail
	<input type="checkbox"/> Rail Bracket <input type="checkbox"/> Post Cover – 4-1/4" x 4-1/4" x 7' <input type="checkbox"/> Post Cover – 4-1/4" x 4-1/4" x 9' <input type="checkbox"/> Post – 5-1/4" x 5-1/4" x 9' <input type="checkbox"/> Flat Top Post Cap – used with Post Cover only <input type="checkbox"/> Decorative Post Cap – used with Post only <input type="checkbox"/> Internal Post Cap – used with Post only
	Where did you purchase FenceScape? _____
	Who installed your FenceScape fence? _____
How did you first learn about FenceScape? _____	
What style of fence did you build? _____	