

LIMITED WARRANTY: Integrity Fencing Company ("Integrity Fencing") is pleased to have provided your new fence and hopes you are delighted with it. Integrity Fencing Co. offers a three-year warranty, based on installation date unless otherwise agreed to in writing, on defects in materials and workmanship on such fence (including the gate(s), if applicable) except as noted below (the "Limited Warranty").

- (i) Integrity Fencing is not responsible for damage done in whole or in part by windstorms, tornadoes, lighting, hail, rail or other weather-related events/natural disasters or other acts of God, fire, negligence, settling, excessive irrigation or damage caused by insets, animals or people (including, without limitation, improper maintenance), or alteration of the fence (collectively, "Excluded Damage").
- (ii) Integrity Fencing uses prime lumber materials in the construction of wooden fences but makes no warranty that wood products will not naturally warp, split, crack, shrink or incur discoloration as these are naturally occurring conditions for wood and cannot be prevented.

THIS WARRANTY APPLIES TO ORIGINAL OWNER ONLY AND IS NON-TRANSFERABLE (INCLUDING, WITHOUT LIMITATION, TO A PURCHASER OF THE PREMISES ON WHICH THE FENCE IS LOCATED) AND IS NOT EXTENDED TO REPAIRS ON EXISTING FENCES.

Manufacturer's Warranty: Some fence materials such as vinyl fencing and Trex or automated gate operators may have a manufacturer's warranty period longer than the three years provided by Integrity Fencing. Please check with your Integrity Fencing sales representative for more details. Integrity Fencing Co. is not responsible for the manufacturer's warranty (if any).

Gate Adjustment: Integrity Fencing Co. will provide a one-time gate adjustment free of charge within the first 12 months of installation upon the owner's request. Gates that cannot be adjusted, as reasonably determined by Integrity Fencing Co., due to excessive settling, damage, abuse or wind or other Excluded Damage will not be covered by the warranty in this paragraph.

Warranty Claims: The owner must notify Integrity Fencing Co. by contacting Shawn Beard, owner, at (720) 642- 4260 or integrityfencingco@hotmail.com by specifying the defect within the applicable warranty period to initiate a warranty claim. The owner must provide evidence satisfactory to Integrity Fencing that the fence failed to meet the Limited Warranty and must cooperate with Integrity Fencing's request to inspect any fence.

Maintenance Tips to Maximize the Life of your Fence:

<u>Maintenance</u>: The owner is responsible for normal care and maintenance items for the fence (including, if applicable, the gate(s)), including, without limitation, gate adjustments and leveling. The following is a list of certain suggested maintenance items, although this list is not exhaustive:

- (i) Oil the gate hinges and tighten the screws once a year.
- (ii) Do not let the gate swing in the wind. Keep it secured.
- (iii) Prevent children and other people from swinging on the gate.
- (iv) Do not stack or mount any objects or material on or near your fence.

DISCLAIMERS: IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.

NO DISTRIBUTOR, DEALER OR OTHER PERSON IS AUTHORIZED TO CHANGE THIS WARRANTY OR TO MAKE ANY ADDITIONAL REPRESENTATIVE, WARRANTY, PROMISE, GUARANTEE OR OTHER ASSURANCE ON BEHALF OF INTERGRITY FENCING RELATING TO THE FENCING.

INTEGRITY'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY THE OWER FOR THE FENCING, NOR SHALL INTEGRITY FENCING BE LIABILE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, SOME STATES DO NOT ALLOW THE EXCLUSIVE OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

<u>Applicable Law:</u> The Limited Warranty and all claims with respect to the fence shall be governed by and enforced in accordance with the laws of Colorado, excluding any choice of laws provision.