

***True Quality Protection:***

In addition to the manufacturer warranty for ONE full year following date of purchase, original homeowner purchasers of Penn Fencing fence, rail, and decking materials have *True Quality Protection*. During this period, Penn Fencing, at its' option, will repair or replace the defective product, including labor or installation by Penn Fencing or by a contractor designated by Penn Fencing. In no event, However, will Penn Fencing liability under *True Quality Protection* exceed the current reasonable value of the product as installed.

Limitations:

This warranty does not provide protection against failure, defect or damage cause by situations and events beyond normal exposure conditions, including but not limited to:

- Misuse, abuse, neglect or improper handling or storage
- Damage caused by or related to accessory or fastening products
- Settling, movement, collapse or other failure of the ground, surface or structure, including foundations and walls, on which the fencing, decking or railing is installed
- Accidental or intentional damage or negligence including damage caused by items falling on or into product or items being blown into object.
- Fire, earthquake, flood, lightning, hail, windstorm, hurricane, tornado or other casualty or other act of God
- Painted, varnished or otherwise modified finishes
- Finish defects caused by use of corrosive chemicals or cleaning agents, or failure to maintain the product pursuant to instruction.
- Tampering, adjusting or otherwise altering of products/materials by other than Penn Fencing.
- Discoloration or other damage caused by normal weathering, mildew, chalking, atmospheric pollution, such as metal oxides or metallic particles, acid rain or harmful vapors or chemicals

Claims and Remedies:

Penn Fencing must have reasonable opportunity to inspect the product before repairs are initiated to determine whether the fencing, railing or decking is suffering from normal weathering. If the fencing, railing or decking weathers to a degree which is determined by Penn Fencing to be abnormal, Penn Fencing will either repair or provide replacement material, at its' option, for the defective fencing, railing or decking. Penn Fencing also reserves the right to refund the amount paid by the original owner for the fencing, railing or decking material and accessories, but not including the cost of its initial installation, except during the *True Quality Protection* period.

Penn Fencing reserves the right to discontinue or modify any of its products, including the color or style at any time. If any defective product has been discontinued, Penn Fencing may substitute product similar in quality or price for the defective product. Service under this warranty may be performed by a contractor or company designated by Penn Fencing.



ALL CLAIMS MUST BE REPORTED TO PENN FENCING WITHIN 30 DAYS OF THE DATE THAT THE DEFECT IS FIRST DISCOVERED OR REASONABLY COULD HAVE BEEN DISCOVERED.

Transferability:

Penn Fencing True Quality Protection Labor Warranty is not transferable.

Other Conditions:

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, WARRANTIES, GUARANTIES OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY WITH RESPECT TO FITNESS AND MERCHANTABILITY). IN NO EVENT SHALL PENN FENCING BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSON THEREIN, RESULTING FROM THE BREACH OF THIS WARRANTY. IN NO EVENT SHALL THE LIABILITY OF PENN FENCING EXCEED THE PURCHASE PRICE OF THE AFFECTED PRODUCTS. DEPENDING ON THE STATE IN WHICH YOU LIVE, THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. This warranty may be modified only by a writing signed by an authorized officer Penn Fencing Inc. This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state.

To File a Warranty Claim:

Notify Penn Fencing in writing of any manufacturing defect, together with evidence of the date of purchase and photos of the defect. All notifications should be sent to matthew@pennfence.com or 647 Pittsburgh Road Butler, PA 16002. Penn Fencing Inc. may require a sample of the defective material for inspection and may require an on-site inspection of the installed product. If Penn Fencing confirms that there is a defect covered by this warranty, within a reasonable amount of time after the inspection, Penn Fencing will provide repair or replacement material (or repair or install replacement material, if covered under the *True Quality Protection*) or refund the amount paid by the original owner for the product, as required by this warranty. Penn Fencing reserves the right to remove and require the return of the defective product as a condition of this warranty.