



## Limited Warranty (Residential)

**Statement of Warranty:** This warranty is given to the original consumer purchaser ("Purchaser") of FencePlus composite fencing materials, and accessories (individually and collectively with the Fencing Materials, the "FencePlus Products").

Greensquares Products Limited ("FencePlus") warrants to Purchaser that, for a period of ten (10) years for Optima and twenty five (25) years for Optima Pro and Linear Slatted from the date of the original consumer purchase (the "Term"), under normal use and service conditions, that: (1) the Fencing Materials will be free from material defects in workmanship and materials, and will not check, split, splinter, rot or suffer structural damage from termites or fungal decay. All warranties are subject to the exclusions, limitations and restrictions set forth below.

**Obtaining Warranty Performance:** If Purchaser discovers a defect in the FencePlus Products during the Term, Purchaser must, within thirty (30) days from the discovery of the alleged defect but no later than the end of the Term, notify FencePlus in writing, at the following address: Greensquares Products Ltd (FencePlus), Unit B, Abercanaid Industrial Estate, Merthyr Tydfil CF48 1YL. Purchaser must include in this notification proof of purchase and a statement explaining the defect. FencePlus may request additional information. After reviewing all information, FencePlus will make a determination regarding the validity of such claim. If FencePlus determines that Purchaser's claim is valid, FencePlus will, at its option, either replace the defective FencePlus Products or refund the portion of the purchase price paid by Purchaser for such defective FencePlus Products (not including the cost of its initial installation). This warranty shall not cover, and FencePlus shall not be responsible for, costs and expenses incurred with respect to the removal of the defective FencePlus Products or the installation of replacement materials, including but not limited to, labour and freight. The foregoing remedies are the **SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY.**

**Transfer of Warranty:** This warranty may be transferred one (1) time, within the five (5) year period beginning from the date of original purchase by Purchaser, to a subsequent buyer of the property upon which the FencePlus Products were originally installed.

**Exclusions from Warranty Coverage:** FencePlus 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 the FencePlus Products and/or failure to abide by FencePlus's installation guidelines, including but not limited to improper gapping; (2) use of the FencePlus Products beyond normal residential use, or in an application not recommended by FencePlus's guidelines and local building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which the FencePlus 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 colour of the FencePlus Products; (6) normal weathering due to exposure to sunlight, weather and atmosphere which can cause coloured surfaces to, among other things, flake, chalk, or accumulate dirt or stains; or (7) improper handling, storage, abuse or neglect of the FencePlus Products by Purchaser, the transferee or third parties. Purchaser is solely responsible for determining the effectiveness, fitness, suitability and safety of the FencePlus Products in connection with their use in any particular application.

**Limitations:** **DISCLAIMER OF WARRANTIES:** EXCEPT FOR THE EXPRESS WRITTEN WARRANTY CONTAINED HEREIN, FENCEPLUS 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. **LIMITATION OF REMEDIES AND EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES:** FENCEPLUS'S LIABILITIES ARE LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY UNDERTAKEN HEREIN, AND UNDER NO CIRCUMSTANCES WILL FENCEPLUS 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 UNFORESEEABLE, 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. FENCEPLUS'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.

**Miscellaneous:** 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. This warranty may not be altered or amended except in a written instrument signed by Greensquares Products Ltd (FencePlus) and Purchaser or permitted transferee. No agent, employee or any other party is authorised to make any warranty in addition to that made in this agreement and Greensquares Products Ltd (FencePlus) shall not be bound by any such statements other than those contained in this warranty. This warranty shall only be applicable and enforceable in the United Kingdom. This warranty is effective for consumer purchases made on or after January 1, 2007.

