

- Exposure to excessive heat which is non-climatic related (e.g., adjacency to BBQ grill, outdoor lighting, outdoor heaters, etc).

The sole remedy for any product or material deemed by the Company to be defective and covered by this Limited Warranty shall be replacement of the defective material. Upon presentation of a valid proof-of-purchase for a claim covered by this Limited Warranty, the Company will replace the defective material. The Company shall not be liable for any costs associated with the shipping and/or labor necessary to repair, replace or install the material furnished under this Limited Warranty.

TO TRANSFER THIS LIMITED WARRANTY, THE NEW OR SUBSEQUENT OWNER MUST OBTAIN THE PROOF OF ORIGINAL PURCHASE FROM THE PRIOR OWNER. TO MAKE A CLAIM UNDER THIS LIMITED WARRANTY, SEND THE CLAIM, ALONG WITH A DESCRIPTION OF THE CLAIMED DEFECT AND THE ORIGINAL PROOF OF PURCHASE TO:

**FIBERTECH POLYMERS, LLC
2150-B SOUTH PARCO AVENUE
ONTARIO, CA 91761**

EXCEPT AS SET FORTH ABOVE, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE FIBERTECH TIMBERWOLF® COMPOSITE FENCING PRODUCT. THE COMPANY EXPRESSLY EXCLUDES AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, APPLICATION, OR USE. UNDER NO CIRCUMSTANCES SHALL FIBERTECH POLYMERS, INC. BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND FIBERTECH POLYMERS, INC.'S LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT UNDER THIS LIMITED WARRANTY SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCT AS DESCRIBED ABOVE. SOME STATES AND JURISDICTIONS DO NOT ALLOW SOME OR ALL OF THE LIMITATIONS SET FORTH ABOVE, INCLUDING THE EXCLUSION OF INCIDENTAL OR CONSEQUENTLY DAMAGES, SO CERTAIN OF THE LIMITATIONS MAY NOT APPLY. IF ANY PROVISION IS FOUND UNENFORCEABLE ONLY THAT PROVISION SHALL BE STRICKEN AND ALL OTHERS SHALL APPLY. THIS WARRANTY GIVES SPECIFIC RIGHTS AND YOU MAY HAVE OTHER RIGHTS THAT VARY DEPENDING ON THE STATE OR JURISDICTION.

TRANSFERABLE LIMITED LIFETIME WARRANTY

FOR FIBERTECH POLYMERS, LLC

TIMBERWOLF® COMPOSITE FENCING PRODUCTS

FIBERTECH POLYMERS, LLC (FiberTech or Company) warrants its **TIMBERWOLF® COMPOSITE FENCING PRODUCTS** against rot, decay, splintering, splitting or cracking, termite damage, fungal decay, UV degradation or color fade (outside the same color family) for the life of the Composite Fencing Products, subject to, and so long as the Composite Fencing Products are used in accordance with, these Limited Warranty provisions.

FIBERTECH POLYMERS, LLC does not warrant against normal wear and tear of the product or slight color inconsistencies in its **TIMBERWOLF® COMPOSITE FENCING PRODUCTS**. This Limited Warranty applies to wood composite materials only and excludes such items as steel posts, brackets, fasteners, hinges, latches and casters. This Limited Warranty is transferable in accordance with the instructions provided below. This Limited Warranty is applicable only if the **TIMBERWOLF® COMPOSITE FENCING PRODUCT** is installed in accordance with the most recent installation instructions available or provided at the time of purchase of the product.

This Limited Warranty applies only to product purchases made on or after January 1, 2008. This Limited Warranty is transferable by the home owner that originally purchased the product to a subsequent owner of the residential property on which the **TIMBERWOLF® COMPOSITE FENCING PRODUCT** is permanently installed. For continued coverage under this Limited Warranty, each subsequent owner must obtain the proof of original purchase from the prior owner and the failure to obtain, retain or provide the proof of original purchase will relieve the Company of any further obligations under this warranty.

This Limited Warranty applies only to the defects listed above and excludes any and all defects including but is not limited to the following:

- Failure of, damage from, or malfunction of the product resulting from accidents, misuse, abuse, impact of foreign objects, negligent or intentional acts causing damage, any act of God, including, but not limited to fire, earthquake, lightning, hurricane, tornado, exposure to harmful chemicals, pollutants, vapors, and/or acid rain.
- Failure to install the product in accordance with the most recent written instructions available and/or provided at the time of purchase.
- Alterations or modifications to the product.
- Use of accessories which do not properly receive and/or secure the product.
- Color disparities arising from parts having been installed at different time periods.
- Damage from large animals (defined as those animals weighing in excess of 100 lbs.).
- Color disparities arising from or caused by hard water and/or chemical stains.
- Applying any type of surface treatment over the original finish, including, but not limited to, solvent, paint, stain, oil, varnish and adhesives.
- Movement, distortion, collapse or settling of the ground or structure on which the fencing product is installed.