"GOOD" GALVANIZED CHAIN LINK FENCE

5 YEAR LIMITED WARRANTY

FABRIC • FRAMEWORK • FITTINGS

Merchants Metals warrants the fabric, framework, and fittings as defined below, to the original purchaser, and not to any other purchaser or subsequent owner. This warranty applies to fence material that has been manufactured and/or supplied by Merchants Metals to the end user.

The fence fabric must be Galvanized After Weaving (GAW) or Galvanized Before Weaving (GBW) and must be a minimum of 2-1/4" mesh x 11½ gauge wire. Said Fabric is warranted to be free from defects to material and workmanship and under normal and proper usage, will not fail due to rust or corrosion for a period of five (5) years from the date of purchase.

The tubing and other structural framework products must be 17 gauge (.055 wall) or heavier. Said tubing and structural products are warranted to be free from defects in material and workmanship and under normal and proper usage, free from structural failure due to corrosion for a period of five (5) years. The fittings and other accessories pertaining to the complete fence installation must be fabricated and/or supplied by Merchants Metals and are warranted to be free from defects in material and workmanship and under normal and proper usage, will not fail due to rust or corrosion for a period of five (5) years.

This warranty does not apply in marine/salty/coastal or harsh industrial environments. This warranty only applies to defects resulting from normal use; any of the following events or conditions will void this warranty: faulty installation; damage during transportation; alteration of the product of any kind (including but not limited to affixing any other materials to the product); accident; abuse; fire; flood; damage caused by landscaping equipment; harsh or abrasive chemicals or exposure to water with high mineral content; plant growth; or acts of God.

UNDER THIS WARRANTY, MERCHANTS METALS' OBLIGATION IS LIMITED TO THE REPAIR OR REPLACEMENT (AT MERCHANTS METALS' OPTION) OF DEFECTIVE MATERIAL ONLY ON A PRORATED BASIS. Reimbursements for the cost of removal and/or installation are not included, and Merchants Metals will not provide such service. If any material appears to have failed due to rust or corrosion, the original consumer must advise the contractor from whom the material was purchased, in writing with a copy to Merchants Metals at the address provided below. Return of the warranty form is not a condition to warranty coverage, provided you can adequately prove that the materials installed were purchased from Merchants Metals. Merchants Metals reserves the right to inspect the material to determine the validity of any claim.

Any warranty submitted directly to an associated supplier of framework and/or fittings should be so noted on this warranty prior to submission to Merchants Metals.

MERCHANTS METALS IS NOT RESPONSIBLE FOR INJURY, PROPERTY DAMAGE OR OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THIS MATERIAL, NOTWITHSTANDING THE FACT THAT SAID INJURY, PROPERTY DAMAGE OR OTHER DAMAGES AROSE DIRECTLY OR INDIRECTLY FROM AN ACTUAL OR ALLEGED DEFECT IN MATERIAL AND/OR WORKMANSHIP.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

If a dispute arises between you and Merchants Metals concerning the warranty provided hereunder, you may choose, but are not required, to attempt to resolve such dispute by arbitration administered in Harris County, Texas by the American Arbitration Association (AAA) and conducted under its rules. The arbitration will be conducted before a single arbitrator and will be limited solely to the dispute between you and Merchants Metals. If you prevail in the arbitration of any dispute with Merchants Metals, Merchants Metals will reimburse you for any fees you paid to AAA in connection with the arbitration. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction. You understand that, if you choose to submit any dispute hereunder to arbitration in accordance with this provision, you forego the rights that you had to litigate such dispute through a court, including the right to litigate any claim on a class-wide or class-action basis, and that you expressly and knowingly waive these rights by submitting the dispute to binding arbitration in accordance with this provision.

The above constitutes the complete warranty by the manufacturer and may not be modified, amended or supplemented. No other agreement, written or implied, is valid. Merchants Metals does not authorize any other person or agent to make any other express warranties. Merchants Metals neither assumes nor authorizes any other person or agent to assume any other liability in connection with the product.

Merchants Metals®
the first name in fence solutions

4901 Langley Road
Houston, TX 77093

Fence Contractor

Job No./Customer Date Installed

Authorized Signature

Version 1/15