## **Wood Fence**



## **Transferable Limited Warranty**

## Who is covered:

- The 15 year limited warranty covers pressure treated, stained and cedar products. This limited warranty extends to the original purchaser and one (1) transferee as specified herein.
- The 1 year limited warranty is designed to cover untreated wood products.

What is covered: Barrette Outdoor Living warrants that its wood fencing products ("Product") will be free from defects in material and workmanship for the warranty period. This limited warranty covers fence panels against structural failure caused by rot, fungal decay or termites. The terms "rot" and "fungal decay" as used in this limited warranty mean attack by wood destroying fungi that disintegrate the wood cell walls. This limited warranty is valid beginning on the date of Product purchase.

## What this warranty does not cover:

- Damage resulting from an accident, unreasonable use, neglect, alteration, improper service, improper installation, acts of God or another cause not arising out of defects in materials or workmanship.
- Any Product that has ground contact. The treatment is specified for above ground installations only, any ground contact will void the warranty.
   Not responsible for rot, fungal decay or termite damage if the fence panels/boards are in contact with the ground.
- · Products used in commercial or industrial structures.
- Products exposed to salt water or any cause other than rot, fungal decay or termite damage.
- · Products that have been milled, cut, split, sawn, bored or routed after treatment.
- Damage caused by "weathering" of wood, including but not limited to raised grain, splitting, checking, twisting, warping, shrinkage, swelling or any
  other physical property of the wood including but not limited to knots. Weathering of wood is not considered fade, decay, fungal decay or rot of any
  type of definition.
- Surface mold and/or mildew fungi associated with "weathering" of the wood.
- · Corrosion of fasteners, hardware or any other material(s) or any damage resulting from such an occurrence.
- Costs of installation, removal, reinstallation, surface mold and mildew created by excessive environmental conditions or for the nature characteristic
  of wood to split, fade, check and twist.
- Neglect of owner to properly maintain untreated and treated wood on a yearly basis.

What Barrette Outdoor Living does to remedy the problem: Should your Barrette Outdoor Living product prove defective under warranty, visit the website or call the phone number listed below. Barrette Outdoor Living requires written notice or phone call within thirty (30) days of discovering the defect and you must show original proof of purchase receipt. You will be required to provide to Barrette Outdoor Living pictures and/or samples of the defective Product. If it is determined by Barrette Outdoor Living, in its sole discretion, the Product has a manufacturer defect in material or workmanship, Barrette Outdoor Living will replace with new or equivalent products; labor is not included in warranty. If the Product is discontinued, Barrette Outdoor Living will repair or replace the Product with a product in comparable quality or price range.

Barrette Outdoor Living reserves the right to discontinue or modify any of its products, including the color of its products without notice to the purchaser. Barrette Outdoor Living does not warrant that any replacement material will match or be identical to the original Product.

Transferee Coverage: Limited lifetime warranty coverage for treated, cedar wood and stain products will be extended to one (1) transferee from original product purchaser to a second owner. After a transfer, the warranty is valid fifteen (15) years from the date of the original purchase.

Registration: To activate this warranty, fill out the product registration form on the website listed below, or mail a completed registration card to Barrette Outdoor Living. Registration of Product must be within thirty (30) days from date of Product purchase for warranty to be valid.

Except as expressly set forth in this warranty, Barrette Outdoor Living HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATION, WARRANTY, PROMISE, GUARANTEE OR OTHER ASSURANCE OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, RELATING TO THE PRODUCT. STATE LAW WILL DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT YOU MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NO DISTRIBUTOR, DEALER OR OTHER PERSON IS AUTHORIZED BY BARRETTE OUTDOOR LIVING TO CHANGE THIS WARRANTY OR TO MAKE ANY ADDITIONAL REPRESENTATION, WARRANTY, PROMISE, GUARANTEE OR OTHER ASSURANCE ON BEHALF OF BARRETTE OUTDOOR LIVING RELATING TO THE PRODUCT. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY STATE TO STATE.

LIMITATION OF LIABILITY: THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND BARRETTE OUTDOOR LIVING'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. BARRETTE OUTDOOR LIVING'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL BARRETTE OUTDOOR LIVING BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY IS VALID ONLY IN THE UNITED STATES AND CANADA.

This warranty is effective for products purchased after January 1, 2017.

This warranty can also be found online at www.BarretteOutdoorLiving.com/warranty

To register your product, visit www.BarretteOutdoorLiving.com