



**LIMITED** WARRANTY

## **WHAT IS COVERED**

Subject to the limitations and exclusions set forth below, this limited warranty (the "Warranty") covers defects in materials or workmanship in product purchased from and sold by Natures Composites purchased after January 1, 2022 (collectively, the "Product(s)"). Except as stated herein, this warranty is non-transferrable and only applies to the original consumer purchaser ("Purchaser") for the period of coverage. Exclusions to the Warranty may apply, including for situations of abuse, misuse, acts of God, or damage from insects, animals, fire, chemicals and/or lack of routine maintenance (see below for more details).

## **PERIOD OF COVERAGE**

This Warranty begins on the date the Product is purchased (the "Purchase Date"). For residential uses, the Warranty expires (on the 25<sup>th</sup> anniversary of the Purchase Date. For mixed or commercial uses, the Warranty expires; (on the 10<sup>th</sup> anniversary of the Purchase Date. Provided that all non-composite components supplied by Natures Composites are subject to a one (1) Year warranty from original Purchase Date.

Except as stated below, this Warranty is non-transferrable and solely for the benefit of the original purchaser of the Product (the "Purchaser"). So long as the Product was purchased and has continuously been used for Residential Use, the Warranty may be transferred one (1) time, prior to the 1<sup>st</sup> anniversary of the Purchase Date, to an immediately subsequent buyer of the real property upon which such Product was originally installed, and any such subsequent buyer shall be considered as a Purchaser for purposes of the Warranty. For purposes hereof, "Residential Use" refers to an application solely for an individual residence, and "Commercial" is any other installation of the product other than on a single, individual residence. If the Product is repaired while this Warranty is in effect, the repaired or replaced Product will be warranted for the remaining applicable Warranty period from the original purchase date. In other words, the Warranty does not start over when the Product is repaired.

## **EXCLUSIONS**

This Warranty does not cover defects, loss, damage or malfunctioning of the Product resulting from: (a) use of the Product other than under normal circumstances; (b) failure to use and maintain the Product in a manner consistent with the recommendations of Natures Composites, including but not limited to installation consistent with the applicable building codes;; (c) neglect, abuse, or misuse; (d) lack of proper installation, service, maintenance, or cleaning; (e) accident, fire, flood, hail, lightning, deflection, impact, war, vandalism, or other acts of God or events beyond Nature Composites' reasonable control; (f) improper handling, operation, installation, transport, storage, or environmental conditions including air pollution, acid rain, chemical interactions, tornados, hurricanes, high winds, flooding, ice, earth movement, mildew, mold, fade, damage caused by moisture or salt, or staining from foreign substances (such as dirt, grease, oil, etc); (g) unauthorized alterations or repairs, or use of unapproved parts in or with the Product, including but not limited to other fencing frames,

posts and rails not manufactured or otherwise approved in writing by Natures Composites; (h) improper or faulty installation of the Product and/or to abide by Natures Composites' installation guidelines, including but not limited to, improper gapping (i) any cosmetic damage including, but not limited to, exposed part of the product that is scratched, or damaged and variations or changes in color (Product may vary in color from production lot to production lot) and normal weathering (which is defined as exposure to sunlight not including but not limited to deflection, weather and atmosphere which will cause any colored surface to fade, chalk or accumulate dirt or stains; (j) collapse, distortion, movement or settling of the ground or surface area or the supporting structure (not supplied by Natures Composites) on which the Product is installed; (k) any fasteners that are not supplied by Natures Composites, (l) any use of topical substances on the Product that are not expressly approved by Natures Composite (e.g. paint, oils, soaps, etc.); and (m) any other situation or occurrence that Natures Composites believes in its reasonable discretion was not due to a faulty Product.

### **WHAT NATURES COMPOSITES WILL DO**

Upon confirmation by an authorized Natures Composites representative of a defect covered by this Warranty, Natures Composites' sole responsibility and Purchaser's sole and exclusive remedy shall be, at Natures Composites sole option, to either repair or replace the defective Product for such defective Product (not including freight, labor (for deinstallation or installation), taxes (if any) the cost of Natures Composites initial installation or replacement installation or costs and expenses incurred with respect to the removal of defective product, all which shall be the responsibility of the Purchaser) or refund a portion of the original purchase price paid attributable to the portion of the Product that Natures Composites agrees was defective. All defective and replaced Product will be deemed to be an exchange basis and will become the sole property of Natures Composites. You agree that Natures Composites shall have a right, but not obligation, to inspect the Product where installed. You further agree not to undertake any work or remediation of the Product unless or until approved by Natures Composite, or sixty (60) days following Nature Composites' receipt of your warranty claim. Your failure to abide by these inspection provisions shall invalidate any warranty coverage.

If a valid claim is made during years one (1) through twenty-five (25) for residential, or years one (1) through ten (10) for commercial, recovery will be prorated from the original purchase date on an annual basis. If Natures Composites is providing replacement materials, it may also elect to replace a prorated percentage of the product otherwise meeting the requirement for a claim (and you may elect to purchase additional Product to cover the portion not covered under Warranty). If purchased through contractor, Nature Composites will base their decision on the price paid by the "Contractor or Installer", NOT the price charged to the end user. If Natures Composites refunds the purchase price, it may elect to refund a prorated percentage of the purchase price that was paid to Natures Composites at the time of the original purchase otherwise meeting the requirements of a claim. If a Product

has been discontinued or is unavailable, Natures Composite shall have the sole discretion to provide the closest matching alternative Product available.

### **HOW TO MAKE A WARRANTY CLAIM**

To make a claim under this Warranty, Purchaser must notify Natures Composites in writing within thirty (30) days of discovering a possible defect and within the applicable Warranty period. Purchaser must provide a specific description of the claimed defect including supplying photos of the alleged defective Product and the original proof of purchase (e.g. sales receipt from retailer). NOTE: the original proof of purchase cannot be a secondary receipt from a contractor, and instead, must show a direct purchase of the Natures Composites purchased on the receipt). The original proof of purchase must show the original Purchase Date, quantity of items purchased, and purchase price, to the following address:

Natures Composites, LLC  
Attn: Claims Department  
1302 Industrial Park Ave  
Torrington, WY 82240

### **DISCLAIMER**

**THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURCHASE AND DESIGN. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE STATED HEREIN. PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECT IN THE PRODUCT SHALL BE THE REPAIR OR REPLACEMENT OF THE PRODUCT OR A REFUND FOR THE PRODUCT UNDER TERMS DESCRIBED ABOVE. NO CUSTOMER SERVICE REPRESENTATIVE, TECHNICIAN, DISTRIBUTOR, AGENT OR OTHER PERSON IS AUTHORIZED TO CHANGE OR OTHERWISE MODIFY THIS WARRANTY OR ASSUME ANY OTHER LIABILITY ON NATURES COMPOSITES BEHALF.**

**TO THE FULLEST EXTENT PERMITTED UNDER THE LAW, UNDER NO CIRCUMSTANCE WILL NATURES COMPOSITES BE LIABLE FOR INCIDENTAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHICH SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND**

**NATURES COMPOSITES' LIABILITY FOR NON-PERSONAL INJURY CLAIMS WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF EACH SUCH PRODUCT OR REFUND OF THE ORIGINAL PURCHASE PRICE OF EACH DEFECTIVE PRODUCT, AS DESCRIBED ABOVE.**

**PURCHASER'S FAILURE TO ABIDE BY ANY TERM IN THIS WARRANTY SHALL INVALIDATE THE WARRANTY AND BAR ANY COVERAGE FOR PURCHASER. THERE ARE NO THIRD-PARTY BENEFICIARIES INTENDED UNDER THIS WARRANTY. IN MAKING A WARRANTY CLAIM, YOU ARE HEREBY WAIVING ANY DEMAND FOR A JURY TRIAL AND PARTICIPATION IN ANY CLASS ACTION LAWSUIT. YOU HEREBY AGREE THAT ANY WARRANTY CLAIMS SHALL BE ANALYZED ON A CASE-BY-CASE BASIS.**

**NO DEALER, RETAILER, CONTRACTOR OR ANY OTHER THIRD-PARTY IS AUTHORIZED TO MODIFY OR MAKE REPRESENTATIONS ABOUT THIS LIMITED WARRANTY. NATURES COMPOSITES SHALL NOT BE BOUND BY ANY SUCH UNAUTHORIZED MODIFICATIONS OR STATEMENTS.**

This warranty gives the Purchaser specific rights and governed by the laws of the State of Colorado. Purchaser may also have other rights, depending on the applicability of other state's laws, which may vary. Outside the United States of America, specific legal rights may vary depending on the country of the residence of the Purchaser. If applicable law does not allow Colorado law to be applied, the law of the State of the original purchase of the Product shall apply. If any provision of this Warranty is deemed invalid under applicable law, such provision shall be stricken and replaced with a provision that is legally valid and that as closely resembles the original intent of the invalid provision under this Limited Warranty.

If there is any dispute related to the interpretation of this Warranty, Natures Composites shall be the sole party responsible for interpreting the warranty coverage. Any court action must be exclusively brought in Denver County, Denver, Colorado.

***For any further information or questions please visit [www.naturescomposites.com](http://www.naturescomposites.com) or call us at (307) 3382608.***

***Our products and/or processes are protected by the following patents, as well as other patents that are pending: US 11,053,707; US 12,110,703; US 12,084,880***