



## LIMITED 30 YEAR WARRANTY

### PRE-TEXTURED BARRIER FENCE PANELS

**Barrier Fence** warrants that, within Canada and the Continental United States of America, under normal use and conditions, the integrity of the Barrier Fence Panels, within a period of Thirty (30) years after the date of delivery, will remain intact as intended.

**Steel Panel:** First (30) years, the panel will hold its integrity as intended when installed in accordance with the manufacturer's installation instructions.

**Manufacturing Integrity:** First (10) years covers the manufactured integrity when installed in accordance with the manufacturer's installation instructions.

**Colour:** Barrier Fence warrants the fence products against excess fading beyond normal weathering if caused by a manufacturing defect and is reported to Barrier Fence. Excess fade is defined by a change in colour greater than for (4) Hunter units as calculated according to ASTM D2244. If Barrier Fence determines that the fence products have excess fade, Barrier Fence, at its sole option, will either repair or provide replacement fence product. Barrier Fence also reserves the right to refund the amount paid by the original purchaser for the fence product (but not including the cost of its initial installation).

**TERMS AND CONDITIONS:** This warranty is subject to the following terms and conditions;

- I. The Barrier Fence Panels which fall under this warranty are defined as pre-textured factory finished systems, manufactured by Barrier Fence, and designed for climate conditions in Canada and the Continental USA.
- II. This warranty applies to fence panels only when they are installed in such a manner according to manufacturing direction so as not to allow free-standing or accumulation of water on a flat plane.
- III. Damage to the panels caused directly or indirectly by misuse contact or substandard fasteners is not covered by this warranty. The responsibility for the selection of suitable long-lasting fasteners rests solely with the buyer or by using supplied fasteners by Barrier Fence.
- IV. Damage caused from sawing sparks that come into contact with the pre-textured finish and or slight melting of the insulation is not covered by this warranty.
- V. Minor colour variances between panels and or separate orders are not covered by this warranty.
- VI. Damage to the panels resulting from water submersion, snow piles, edge corrosion, or failure of the metal substrate due to submersion is not covered by this warranty.
- VII. Defects or damage to the pre-finish of the Barrier Fence Panels, after delivery by Barrier Fence, resulting from handling, shipping, transit, processing, improper storage or installation, or prolonged moisture contact are not covered by this warranty.

- VIII. Damage resulting from abnormal weather conditions is not covered by this warranty; this includes but is not limited to hail, icefall, snow, exposure to salt, high-pressure water spray, corrosive or harmful chemicals, animal attack or unnatural incidents, including but is not limited to human misconduct that is out of the control of Barrier Fence.
- IX. The buyer shall inspect material received from the seller prior to installation so as to mitigate expenses involved in repairing or replacing defective panels.
- X. Claims under this warranty must be made in writing with pictures to Barrier Fence, to the address below within 30 days after the discovery of the defect, including the original invoice and name of the installation contractor. Barrier Fence shall then have a reasonable opportunity to inspect the Barrier Fence Panels before any further action shall be taken.
- XI. If it is determined by Barrier Fence, upon inspection, that a claim for a defective Barrier Fence panel is valid, the remedy for the claim shall be at the sole discretion of Barrier Fence and shall be limited to refinishing or replacing the defective panels.
- XII. **BARRIER FENCE SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES, OR EXPENSES, WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL, CAUSED BY OR RESULTING FROM THE USE OF DEFECTIVE BARRIER FENCE PANELS OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THE TOTAL LIABILITY OF BARRIER FENCE IS EXPRESSLY LIMITED TO THE PURCHASE PRICE OF THE BARRIER FENCE PANELS.** Without limiting the foregoing, this warranty pertains to product only, and the seller shall not be liable for damages for or relating to labour or loss of use of structure or damage to the content of structure.
- XIII. The express warranty stated herein is the exclusive warranty applicable to the **BARRIER FENCE PANELS. BARRIER FENCE, MAKES NO GUARANTEES EITHER EXPRESSED OR IMPLIED BEYOND THE FACE HEREOF AND WITHOUT LIMITATION. ALL WARRANTIES AS TO FITNESS AND OR MERCHANTABILITY ARE RESTRICTED TO THE EXPRESS TERMS HEREOF.** Moreover, other proposals, negotiations, and representations, if any, made prior to or with reference to this warrantee by other additional parties shall have no force upon this warranty.
- XIV. Barrier Fence extends this warranty solely to the owner of the land on which the fence panels are installed. Barrier Fence reserves the right to terminate or modify this warranty except with respect to orders which it has already accepted upon the giving of written notice thereof.
- XV. The warranty does not apply to fencing which has been painted, varnished, or coated over the manufacturer's original finish. Barrier Fence reserves the right to discontinue or modify any of its products, including the colour, without notice to the homeowner/consumer, nor shall Barrier Fence be liable in the event the replacement material may vary in colour or gloss in comparison to the original product as a result of normal weathering. If Barrier Fence replaces any material under this warranty, it may be a substitute using products designed by Barrier Fence to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.



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