



# INTEGRAL FENCING DISTRIBUTORS

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**Statement of Warranty (WPC):** Integral Fencing Distributors, LLC warrants to the original purchaser (“Buyer”) that, for the period of times set forth in the following sentence, under normal use and service conditions Integral Fencing Distributors, LLC product shall be free from material defects in workmanship and materials, and shall not split, splinter, rot or suffer structural damage from termites. The term of such warranty shall be fifteen (15) years from the date of original purchase for residential application and ten (10) years from the date of original purchase for a commercial application.

**Stain resistance and fade resistance:** Integral Fencing Distributors, LLC does not warrant its wood plastic composite products to be stain or fade proof. When installed, cared for and maintained properly, Integral Fencing Distributors, LLC products are not easy to fade and stain. However, no material is stain or fade proof, especially but not only when stains result from spilled or otherwise substances that are not properly cleaned or when the materials are exposed to years of UV exposure and the elements.

For the purposes of this warranty, a “Residential Purchase” shall refer to a single-family residential homeowner and a “Commercial Purchaser” shall refer to any Buyer other than the single-family residential family.

All warranties are subject to the exclusions, limitations and restrictions set forth below.

**Obtaining Warranty Performance:** If Buyer discovers a defect in the Integral Fencing Distributors, LLC fencing system during the Term, Buyer must, within thirty (30) days from the discovery of the alleged defect but no later than the end of the Term, notify Integral Fencing Distributors, LLC in writing.

Buyer must include in this notification proof of purchase and a statement explaining the defect. Integral Fencing Distributors, LLC may request additional information.

After reviewing all information, Integral Fencing Distributors, LLC will make a determination regarding the validity of such claim. If Integral Fencing Distributors, LLC determines that Buyer’s claim is valid, Integral Fencing Distributors, LLC will replace the defective Integral Fencing Distributors, LLC fence materials, etc. in next orders. Integral Fencing Distributors, LLC’s replacement obligation allows Integral Fencing Distributors, LLC to provide products as close in color, design and quality to the original installation as reasonably possible, in Integral Fencing Distributors, LLC’s discretion and determination. In Integral Fencing Distributors, LLC’s sole and absolute discretion, Integral Fencing Distributors, LLC, may, at its option, elect to refund the percentage of the original purchase price listed under Recovery on the Prorated Warranty Schedule in lieu of replacing the defective product.

## Prorated Limited Warranty Schedule

Recovery	10-Year Commercial	15-Year Residential
	Year of Claim	Year of Claim
100%	0-5 years	0-6 years
80%	6 years	7-8 years
60%	7 years	9-10 years
40%	8 years	11-12 years
20%	9 years	13-14 years
10%	10 years	15 years

This warranty shall not cover, and Integral Fencing Distributors, LLC shall not be responsible for, costs and expenses incurred with respect to the removal of the defective fencing or the installation of replacement material, including but not limited to, labor and freight.

The forgoing remedies are the SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY.

**Exclusions from Warranty Coverage:** Integral Fencing Distributors, LLC does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any product failure, product malfunction, or damage attributable to:

1. Improper installation of the Integral Fencing Distributors, LLC fencing system, etc. and/or failure to abide by Integral Fencing Distributors, LLC's installation guidelines.
2. Use of the Integral Fencing Distributors, LLC fencing system beyond normal residential use, or in an application not recommended by Integral Fencing Distributors, LLC's guidelines and local building codes.
3. Movement, distortion, collapse or settling of the ground or the supporting structure on which the Integral Fencing Distributors, LLC fencing system, etc. are installed.
4. Any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), or staining from foreign substances (such as air pollution, dirt, concrete dust, grass, oil, mineral deposits from hard water, etc.).
5. Variations or changes in color, including fading within reason
6. Improper handling, storage, abuse or neglect of the Integral Fencing Distributors, LLC fencing materials, etc., by Buyer or third parties. Buyer is solely responsible for

determining the effectiveness, fitness, suitability and safety of the Integral Fencing Distributors, LLC fencing materials, etc, in connection with their use in any particular application.

**Limitations:**

Disclaimer of Warranties: Except for the express written warranty contained herein, Integral Fencing Distributors, LLC makes no other warranties, guarantees or indemnities, whether express or implied, arising by law, course of dealing, usage of trade, custom or otherwise, including but not limited to the implied warranty of merchantability and implied warranty of fitness for a particular purpose, and all such other warranties, guarantees and indemnities are hereby disclaimed, overridden and excluded from this transaction.

**Limitation of Remedies and Exclusion of Consequential and Incidental Damages:**

Integral Fencing Distributors, LLC's liabilities are limited solely and exclusively to the obligations specifically undertaken herein, and under no circumstances will Integral Fencing Distributors, LLC be liable or obligated for any incidental, consequential, indirect, special, punitive or any other damages of any kind whatsoever (including, but not limited to, lost profits, lost sales, loss of goodwill, use of money, use of goods, stoppage of work, or impairment of assets), whether foreseeable or unforeseeable, arising out of breach or failure of express or implied warranty, breach of contract, fraud, misrepresentation, specifically precluded by applicable law of mandatory application. Integral Fencing Distributors, LLC's liability with respect to defective products shall in no event exceed the replacement of such products or refund of the purchase price, as described above.

This writing is understood and intended to be final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreement or representation, oral or written, and all other communication between the parties relating to the subject matter of this agreement. This warranty may not be altered or amended except in a written instruction signed by Integral Fencing Distributors, LLC and Buyer or permitted transferee. No agent, employee or any other party is authorized to make any warranty in addition to that made in this agreement and Integral Fencing Distributors, LLC shall not be bound by any such statements other than those contained in this warranty. This warranty is effective for Buyer made on or after December 8, 2023.