

April 26, 2016

# SANTA FE AND MEASE FENCE 25 YEAR LIMITED RESIDENTIAL WARRANTY 10 YEAR LIMITED COMMERCIAL WARRANTY

RRM Composites LLC, a Colorado limited liability company (dba "Natures Composites"), provides the following limited warranty:

## What is Covered

Subject to the exclusions set forth below, this limited warranty ("Warranty") covers defects in materials or workmanship in Product purchased from and sold by Natures Composites under the names Santa Fe and Mesa Fence (collectively, the "Product") if such defects adversely affect the Purchaser's ability to use the Product under normal use and service conditions. Natures Composites also warrants to the original consumer purchaser ("Purchaser") for the period of coverage, under normal use and service conditions, that Product shall not crack, splinter, rot, or suffer structural damage from termites. Any non-composite components supplied by Natures Composites are subject to a one (1) year warranty.

### Period of Coverage

This Warranty begins on the date the Product is purchased (the "Purchase Date") and expires (1) solely for Product purchased and used for **Residential Use**, on the **25th anniversary** of the date of the original purchase of Product ("Purchase Date"); (2) and solely for Product purchased and used for **Commercial Use**, on the **10<sup>th</sup> anniversary** of the date of the original purchase of product ("Purchase Date"). This Warranty is solely for the benefit of the original purchaser of the Product (the "Purchase"); provided, however that the Warranty for Product purchased and used for Residential Use only may be transferred one (1) time, prior to the 25th anniversary of the Purchase Date, to a subsequent buyer of the real property upon which such Product is 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 the residential or home use. If the Product is repaired or replaced while this Warranty is in effect, the repaired or replaced Product will be warranted for the remaining applicable Warranty Period covering the original Product.

#### **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, uses and service conditions and in a manner consistent with the application of the Product recommended by Natures Composites guidelines and applicable building codes, as interpreted solely by Natures Composites; (b) neglect, abuse, or misuse; (c) lack of proper service, maintenance, or cleaning; (d) accident, fire, flood, hail, lightning, deflection or other acts of God, war, or other events beyond Natures Composites reasonable control; (e) improper handling, operation, transport, storage, or environmental conditions including mildew/mold, fade or damage caused by moisture (specifically salt water) (f) unauthorized alterations or repairs, or use of unapproved parts in or with the Product; (g) improper or faulty installation; (h) any cosmetic damage including, but not limited to, exposed parts 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); (i) collapse, distortion, movement or settling of the surface area or the supporting structure (not supplied by Natures Composites) on which the Product is installed; or (j) any fasteners that are not supplied by Natures Composites.

## What Natures Composites Will Do

If Product fails to meet this Warranty, Purchaser shall notify Natures Composites in writing within thirty (30) days after discovering a possible defect issue of the Product, before beginning any permanent repair work, and within the applicable Warranty Period. 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 or refund the portion of the original purchase price paid by the Purchaser for such defective Product (not including freight and labor, the cost of Natures Composites initial installation or costs and expenses incurred with respect to the removal of defective



Product, all of which shall be the responsibility of the Purchaser). All replaced Product will be deemed to be on an exchange basis and will become the property of Natures Composites.

If a valid claim is made during years one (1) through twenty-five (25) for residential use, or years one (1) through ten (10) for commercial use, 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 requirements for a claim, or if it is refunding the purchase price, it may elect to refund a prorated percentage of the purchase price of the product otherwise meeting the requirements of a claim.

#### **Disclaimer**

THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, 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, representative, distributor, agent, or other person is authorized to change or otherwise modify this Warranty or assume any other liability on Natures Composites behalf.

NATURES COMPOSITES SHALL NOT BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY LOSS, LIABILITY, INCONVENIENCE, OR DAMAGE, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR OTHERWISE. This warranty gives the Purchaser specific rights and is governed by the laws of the State of Wyoming. 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.

#### How to Get Service

To make a claim under this Warranty, Purchaser must first notify Natures Composites in writing within thirty (30) days of discovering a possible defect and within the applicable Warranty Period, with a specific description of the claimed defect (including photos of the defective Product) and the original proof of purchase (sales receipt) showing the original Purchase Date, to the following address:

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

Upon confirmation by an authorized Natures Composites representative of a defect in any Product covered by this Warranty, Natures Composites will notify the Purchaser to send the defective Product to Natures Composites.