



## This is a Limited non Transferable Warranty

**FENCE ARMOR POST PROTECTION. The terms and conditions of this Limited Warranty offered by FENCE ARMOR for the Product may change periodically. The Limited Warranty set forth above was the effective Limited Warranty offered by FENCE ARMOR at the date of printing. ONLY the Limited Warranty OFFERED by FENCE ARMOR at the time of YOUR purchase of the Product shall apply to your Product. Consult FENCE ARMOR's website at [www.fencearmor.com](http://www.fencearmor.com) for current Limited Warranty information on the Product.**

In this Limited Warranty certain capitalized words have specific meanings: **"Term"** means the period of time the Limited Warranty lasts. The Term begins on the date of Purchase and continues, unless sooner terminated, for the applicable period as listed in Table 1. **"Product(s)"** means the FENCE ARMOR product purchased from a FENCE ARMOR authorized dealer. **"Owner"** means the owner of the real estate at the time the Products are installed on that real estate. If you purchase a new residence and are the first person to occupy the residence, FENCE ARMOR will consider you to be the Owner if the Products are installed as part of the construction of that residence. **"Purchase"** means the retail purchase of the Products.

Product	Term
Galvanized non-powder coated Post Protector	60 Months (5 Year) Limited Warranty
Color Powder coated Post Protector	24 Months (2 Year) Limited Warranty

**Limited Warranty:** FENCE ARMOR warrants to the Owner that if, during the warranty Term, the Products have material defects including peeling, flaking, corroding or failure due to a material defect, FENCE ARMOR's obligation is limited to providing the Owner with either (1) a replacement for the Products determined to be defective, or (2) a refund of the original purchase price of the Products determined to be defective. The decision to provide replacement products or a refund, as outlined in the previous sentence, is at the sole discretion of FENCE ARMOR. This is FENCE ARMOR's maximum obligation. This Limited Warranty applies only if Products were installed in strict accordance with applicable application instructions and building codes.

FENCE ARMOR is not responsible for the cost of labor for installing replacement products. FENCE ARMOR is not responsible for the cost of any materials other than the replacement products (as provided herein) including without limitation, sub-structure, supporting structure, etc. FENCE ARMOR is not responsible for the cost of removing or disposing of Products which are to be replaced. Replacement products will be warranted only for the remainder of the original Term. Tender of payment shall extinguish all liability of FENCE ARMOR under this Limited Warranty and all applicable implied warranties for such claim.

**Notification to FENCEARMOR:** The Owner must notify FENCE ARMOR by telephone at 1-888-289-5617 or by certified mail at: FENCE ARMOR, 484 Plains Rd. East Unit 10, Burlington, ON Canada L7T 2E1 of any claims under this Limited Warranty within thirty (30) days following discovery of the potential problem with the product. The notice must include documentary proof of Purchase. Failure of the Owner to notify FENCE ARMOR as provided herein shall extinguish all liability of FENCE ARMOR under this Limited Warranty and all applicable implied warranties for such claim. NOTE: Notice to your contractor, dealer, homebuilder or installer is NOT notice to FENCE ARMOR.

**Right of Inspection and Claim Processing:** FENCE ARMOR shall have a reasonable time after notification to inspect the Products. The Owner shall provide FENCE ARMOR with reasonable access to the Products for purposes of inspection. If requested by FENCE ARMOR, the Owner must complete and deliver to FENCE ARMOR, at the Owner's expense, a warranty questionnaire, photographs of the Products, proof of purchase of the Product, an estimate to replace or repair the affected area, and samples of the Products. If reasonable access is denied or made subject to unreasonable conditions by the Owner, or if the Owner fails or refuses to cooperate in FENCE ARMOR's investigation of the claim (such as by failing to provide sample Products [if requested], proof of purchase, photographs, estimate or a completed warranty questionnaire), FENCE ARMOR's obligation under this Limited Warranty shall immediately terminate. If FENCE ARMOR determines there are manufacturing defects covered by this Limited Warranty, FENCE ARMOR will have a reasonable time after receipt of notification to process the Owner's claim.

**Exclusions from Coverage:** FENCE ARMOR shall not be liable under any circumstance for: **1.** Faulty or improper application of the Products, or Products not installed in accordance with FENCE ARMOR's written Installation Instructions, or damages resulting from such causes. **2.** Use of Products in applications not permitted by applicable building codes. **3.** Damage to any decking, fences, fence posts, railing, building or supporting structure, either exterior or interior, or any property contained therein or for injuries or damages of any kind whatsoever. **4.** Removal, reinstallation or disposal of any Products, or for any costs associated with such, including labor, freight, or taxes, unless otherwise stated in this Limited Warranty. **5.** Damages resulting from Acts of God (including, but without limitation, lightning, wind, hurricane, tornado, hail, flooding or other violent storm or casualty). **6.** Damage to Products caused by movement, distortion, collapse or settling of the deck, railing, supporting structure or underlying ground. **7.** Damage caused by improper handling, shipment and/or storage of the Products. **8.** Damage caused by neglect, abuse, misuse or improper upkeep and maintenance. **9.** Damage caused by factors that are beyond the control of FENCE ARMOR. The serviceable life of the Products is affected by several factors such as quality of installation, maintenance and normal wear and tear. These are all factors beyond FENCE ARMOR's control and for which FENCE ARMOR makes no warranty. **10.** Products which have been subject to unauthorized repair, opened, taken apart or otherwise modified.

**11.** Normal weathering, defined as exposure to sunlight and extremes of weather and atmosphere which will cause any colored surface to gradually fade, chalk, or accumulate dirt or stains. The severity of any condition depends on the geographical location of the Product, the cleanliness of the air in the area, and many other influences over which FENCE ARMOR has no control. **12.** Finish on any portion of the Product, such as surface scratches and/or weathering, as this is considered normal wear and tear. **13.** Any Product which has been painted, varnished or coated over the manufacturer's original finish. **14.** Deterioration or damage to the Products from any cause other than an inherent manufacturing defect in the Product.

**Transferability: This Limited Warranty is non-transferable.**

**MANDATORY BINDING ARBITRATION:** EVERY CLAIM, CONTROVERSY, OR DISPUTE OF ANY KIND WHATSOEVER INCLUDING WHETHER ANY PARTICULAR MATTER IS SUBJECT TO ARBITRATION (EACH AN "ACTION") BETWEEN YOU AND FENCE ARMOR (INCLUDING ANY OF FENCE ARMOR'S EMPLOYEES AND AGENTS) RELATING TO OR ARISING OUT OF THE PRODUCTS SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, REGARDLESS OF WHETHER THE ACTION SOUNDS IN WARRANTY, CONTRACT, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY. TO ARBITRATE AN ACTION AGAINST FENCE ARMOR, YOU MUST INITIATE THE ARBITRATION IN ACCORDANCE WITH THE APPLICABLE RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION (WHICH ARE AVAILABLE ONLINE AT ADR.ORG OR BY CALLING THE AMERICAN ARBITRATION ASSOCIATION AT 1-800-778-7879), THE JUDICIAL ARBITRATION AND MEDIATION SERVICE OR OTHER ARBITRATION SERVICE AGREED TO IN WRITING BY FENCE ARMOR AND PROVIDE WRITTEN NOTICE TO FENCE ARMOR BY CERTIFIED MAIL FENCEARMOR, 484 PLAINS RD. EAST UNIT 10, BURLINGTON, ON CANADA L7T 2E1 WITHIN THE TIME PERIOD PRESCRIBED BELOW.

**ONE YEAR STATUTE OF LIMITATIONS. ANY ACTION BROUGHT BY YOU AGAINST FENCEARMOR WILL BE ARBITRATED (OR, IF ARBITRATION OF THE ACTION IS NOT PERMITTED BY LAW, LITIGATED) INDIVIDUALLY AND YOU WILL NOT CONSOLIDATE, OR SEEK CLASS TREATMENT FOR, ANY ACTION UNLESS PREVIOUSLY AGREED TO IN WRITING BY BOTH FENCEARMOR AND YOU.**

**LEGAL REMEDIES: REMEDIES FOR BREACH OF THIS LIMITED WARRANTY OF ANY IMPLIED WARRANTY ARE EXCLUSIVE AND REPRESENT THE SOLE REMEDIES AVAILABLE TO THE OWNER OR ANY OTHER PERSON OR ENTITY, INCLUDING ANY MORTGAGEE, INSURER, OR OTHER PARTY IN INTEREST, OBLIGATIONS CONTAINED IN THIS LIMITED WARRANTY ARE EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, GUARANTEES, WARRANTIES, AND CONDITIONS EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF FENCE ARMOR INC. IN NO EVENT SHALL FENCEARMOR BE LIABLE FOR DIRECT OR INDIRECT ECONOMIC DAMAGES, OR FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY (WHETHER TO THE PURCHASER, OWNER OR THIRD PARTIES), PROPERTY DAMAGE AND/OR LOSS OR BUSINESS OR PROFIT.**

SOME STATES AND PROVINCES DO NOT ALLOW EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE AND PROVINCE TO PROVINCE. INVALIDITY OR UNENFORCEABLE OF ANY PROVISION HEREIN SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

NO ACTION FOR BREACH OF THIS LIMITED WARRANTY OR ANY OTHER ACTION RELATING TO OR ARISING OUT OF THE PRODUCTS, THEIR PURCHASE OR THIS TRANSACTION SHALL BE BROUGHT LATER THAN ONE YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED. IN JURISDICTIONS WHERE STATUTORY CLAIMS OR IMPLIED WARRANTIES AND CONDITIONS CANNOT BE EXCLUDED, ALL SUCH STATUTORY CLAIMS, IMPLIED WARRANTIES AND CONDITIONS, AND ALL RIGHTS TO BRING ACTIONS FOR BREACH THEREOF EXPIRE ONE YEAR (OR SUCH LONGER PERIOD OF TIME IF MANDATED BY APPLICABLE LAWS) AFTER THE DATE OF PURCHASE. SOME STATES AND PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. NO REPRESENTATIVE, EMPLOYEE OR OTHER AGENT OF FENCE ARMOR, OR ANY PERSON OTHER THAN FENCEARMOR'S PRESIDENT, HAS AUTHORITY TO ASSUME FOR FENCEARMOR ANY ADDITIONAL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THE PRODUCTS EXCEPT AS DESCRIBED HEREIN.

**IF YOU ARE NOT SATISFIED WITH THE TERMS AND CONDITIONS OF THE LIMITED WARRANTY, RETURN ALL UNINSTALLED MARKETABLE PRODUCTS TO THE FENCEARMOR AUTHORIZED DEALER WHO ORIGINALLY SOLD YOU THE PRODUCTS FOR A REFUND ON THE RETURNED PRODUCTS.**

**Installation Instructions:** Printed instructions on how to install FENCE ARMOR are available upon request. Call 1-888-289-5617 or visit our web site at [www.fencearmor.com](http://www.fencearmor.com).

**IMPORTANT:** Failure to properly install the Products according to manufacturer's application instructions and building codes will adversely affect coverage under this Limited Warranty.

This form is not to be copied or reproduced in any manner. This Limited Warranty applies to FENCE ARMOR products sold on or after January 1, 2014. The Limited Warranty for your Products is the version in effect on the date of retail purchase.



## WARRANTY INFORMATION

(To be completed by Owner and Contractor)

Owner's Name \_\_\_\_\_

Address Where Applied \_\_\_\_\_

City \_\_\_\_\_

State/Prov \_\_\_\_\_ Zip/PC \_\_\_\_\_

**Galvanized Fence Armor Products –  
60 Months (5 Year) Limited Warranty**

**Color Powder coated Fence Armor Products –  
24 Months (2 Year) Limited Warranty**

Date Purchased \_\_\_\_\_

Date of Installation \_\_\_\_\_

**Keep this warranty information along with your contractor receipt for your records.**

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### BUILDING FENCE PROTECTION PRODUCTS

Since 2010, building professionals and homeowners have looked to FENCE ARMOR for quality products that are built to perform. Protect your fence posts from damage caused by powered trimmers. Powered trimmers and lawn equipment can damage your posts, taking years off the life of your fence. Fence posts are the structural pillars of your fence, so it's important to protect fence posts.

With Fence Armor, you can add years to the life of your fence. It's an affordable, easy way to protect your investment, and takes just minutes to install. Each product delivers FENCE ARMOR quality, performance and durability.



# WARRANTY

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