

# EO RESIDENTIAL FENCE WARRANTY



## LIMITED LIFETIME WARRANTY

Eastern Ornamental Aluminum® fence is warranted against the specified defects in material and workmanship occurring as a direct result of the manufacturing process, under normal use and service, during the period of time stated and subject to the terms and conditions of this warranty.

Eastern Ornamental Aluminum® finish is warranted against manufacturing defects in material workmanship that result in rusting, blistering, peeling, flaking and abnormal weathering and discoloration.

Any claims for defects under this limited warranty must be made to Eastern Wholesale Fence LLC®, 266 Middle Island Road, Medford, NY 11763 promptly after discovery of the claimed defect, describing the defect claimed, together with the proof of purchase and nature of claim (including photos). A reasonable time should be allowed for inspection purposes. If, after inspection, the manufacturer determines that the claim is in accordance with the terms of limited warranty, then the manufacturer agrees as its option to replace the section or part of the product in the geographical area, whichever shall be less. Labor, installation and any similar costs are excluded herein and shall not be paid by the manufacturer.

Eastern® does not warrant installation or defects caused by installation. This limited warranty is void if any of the following occurs: (a) improper application techniques; (b) misuse, neglect or improper storage; (c) altering or changing the product by use of applied heat, welding, solvents, epoxies or any other alterations beyond the manufacturer's control; (d) impact of objects, fire, flood, hurricane, tornado, wind storms, casualty, or "Acts of God"; (e) adverse effects of air pollution, mold and normal weathering of surfaces.

Eastern® does not recommend or approve this product for all possible end use applications. The appropriate local code authority should be consulted as to its safety and applicability for intended usage. This limited warranty shall be for the benefit of the original purchaser-property owner only and shall not be transferable.

THE WARRANTY STATEMENTS CONTAINED IN THIS LIMITED WARRANTY SET FORTH THE ONLY EXPRESS WARRANTIES EXTENDED BY Eastern Wholesale Fence LLC®, IN LIEU OF ALL OTHER WARRANTIES, AND THE PROVISIONS OF THIS WARRANTY SHALL CONSTITUTE THE ENTIRE LIABILITY OF Eastern Wholesale Fence LLC® AND THE PROPERTY OWNERS EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY. Eastern Wholesale Fence LLC® SHALL NOT BE LIABLE TO THE PROPERTY OWNER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON THE FENCE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

This warranty gives you specific legal rights and you may also have other rights, which may vary from state to state.