

**ONEGUARD FENCING, LLC**  
**LIMITED WARRANTY AGREEMENT**

**Article 1. Warranty Coverage:**

The Company pledges to its customers that all workmanship provided for in the course of their fence construction projects will be free of defects, will be of a specified quality, and will perform properly for the duration of one year from the day of commencement of use, substantial completion of the project, or a date of notice of completion of the project, whichever is the first to occur. This warranty lasts for a term of (1) one year and only applies to residential properties. This warranty is not transferable.

**Article 2. Claim Procedure:**

The Customer must notify the Company in writing within (10) ten days of the first knowledge of any defect or failure to operate properly. The Company is to be notified, in writing, of the same by the Customer or his/her agents. The Company shall be given first opportunity to repair, replace, and/or correct an item found to be defective, or that fails to function properly, at no cost to the owner, within a reasonable period of time. This notice must be given in the manner described herein prior to the expiration of the one year warranty period in order for the warranty to be effective.

**Article 3. Remedy; LIMITED WARRANTY:**

In the event of a breach of the Warranty, the Company shall, at its sole option and expense, promptly repair or replace the Products or refund the purchase price. Such remedy shall be the Customer's sole and exclusive remedy for any breach of warranty. THE LIABILITY OF COMPANY IS STRICTLY LIMITED TO THE OBLIGATION TO REPAIR, REPLACE, OR PAY THE REASONABLE COST OF REPAIRING OR REPLACING ANY SUCH ITEM OR REFUND, AND ANY RIGHT THAT OWNER MIGHT HAVE TO RECOVER ANY OTHER OR ADDITIONAL DAMAGES IS HEREBY WAIVED AND EXCLUDED. COMPANY'S TOTAL LIABILITY UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE ORIGINAL CONSIDERATION PAID TO COMPANY UNDER THE CONTRACT. THIS LIMITED WARRANTY AGREEMENT DOES NOT EXTEND TO OR INCLUDE LIABILITY FOR INDIRECT OR CONSEQUENTIAL DAMAGES.

**Article 4. General Warranty Exclusions; Limitation of Liability:**

A. The Company shall not be liable for costs of repairs, replacement or correction for any defects or alleged defects should the Customer undertake the corrective action himself.

B. This warranty shall not extend to, include or be applicable to any loss, damage, or injury caused by or resulting from any events, conditions or circumstances not within the

complete control of Company; riots; civil commotion; fire; explosion; smoke; accidents; water escape; mildew, mold, spores, fungi, or other moisture-related conditions; falling objects; aircraft; vehicles; acts of God; lightning; windstorm; hail; flood; mud slides; damage to personal property; earthquakes; volcanic eruptions; wind driven water; radon gas; the condition of any portion of the property prior to the commencement by Company of the work; infestation from termites or other insects; sink holes; subsurface conditions; or changes in the underground water table; including, but not limited to, any mental anguish or bodily injury and any incidental, consequential, or secondary damages caused or claimed to be caused thereby.

C. The Company is not liable for repairs related to manufacturing defects.

D. This warranty does not apply to any construction work that has been subjected to an accident, misuse and abuse, nor to any construction work that has been modified, altered, defaced, and/or had repairs made/attempted by any other factor.

E. This warranty shall be voided should any work, repair, replacement or correction be made on the product by a customer or any other party other than the Company or a party affiliated with and/or approved by the Company. Late payment will also void warranty.

## **Article 5. Product-Specific Fence and Gate Warranty Exclusions :**

### **A. Wood**

A1. Scope: The Company will not repair or replace any gate(s) or fence parts constructed of wood material that have warped, cracked, split, rotted, or chipped without invoicing accordingly. These conditions are not workmanship related and will not be covered under this warranty. You must wait allotted drying time after install before staining. You must use oil-based stains. Using a water-based stain will void this warranty. There is no warranty on gate hardware, but we will adjust gate latches/strikers that we have installed at no charge for up to one year from the date of installation, providing there is no evidence of abuse.

A2. What to Expect: Wood fences undergo a natural drying process as they are exposed to outdoor conditions. This causes the exterior surface (sapwood) to shrink faster than the inner surface (commonly referred to as “checking”). A check is technically neither a split nor a crack. Checks can be easily described as an opening on the surface of the wood that runs parallel the direction of the grain. It is important to remember that checking will not affect the structural integrity of your fence or shorten its lifespan; this is a completely natural occurrence. All wood is guaranteed to warp, crack, split, shrink, fade, bow, twist, and check. This happens substantially more with pine than cedar and can start immediately after installation. There is no warranty coverage on warping, cracking, splitting, shrinking, fading, bowing, twisting, and checking. You will have gaps between your fence pickets. These gaps will be visible immediately after installation and will grow to become larger and more visible.

A3. Red or Yellow Pine - Treated Pine: Pine is treated to prevent rotting, insect infestation, and deterioration. There is a lifetime warranty from the manufacturer covering rotting, insect infestation and deterioration ONLY. Pine has an inconsistent grain structure consisting of large inconsistencies in the density of the grains, making it more prone to warping,

cracking, shrinking, curling, and splitting due to expansion and contraction. Your fence will turn gray.

A4. Western Red Cedar or Incense Cedar: Cedar has natural characteristics to prevent rotting, deteriorating, and insect infestation. It will last approximately 10 to 15 years depending on weather conditions and if it's been sealed and stained to keep moisture out and reflect the harmful UV rays from the sun. Cedar has a consistent grain structure which makes it more stable and less prone to cracking, splitting, and warping as it expands and contracts equally. Cedar will turn a silver gray if not sealed and stained. We highly recommend that you stain and seal your fence to prevent water from absorbing into the wood and reflect the harmful UV rays. Staining and sealing lowers the amount of warping, splitting, cracking, and deterioration but will not prevent it.

A5. Staining: Prematurely staining your fence can cause warping. In order to help prevent this warping, ALL of the following must be met before staining your fence: (1) at least 2 weeks have past since fence installation, (2) moisture content of wood is 13% or less- Moisture Meter can be purchased from your local building supply store or online, (3) ONLY oil-based stain will be applied because water-based stain will promote warping, not prevent it, and (4) stain will be evenly applied to BOTH sides of fence on the same day, not doing so promotes warping. Should customers prematurely stain the fence and/or gate, any guarantees and/or warranties by the Company will be null and void.

A6. Gates: Please note that gates will settle and the wood they are constructed with will expand and contract depending on rain, humidity, and seasonal weather. To allow gate latch to work properly year round, there will be an approximate 1 inch gap between gate and latch posts or between left gate and right gate in a double gate application. If the gate needs to be rebuilt because of wood failure, twisting, or warping, the Company will supply material for repair only, labor will be an extra charge. The labor cost must be paid in full before repair can be scheduled.

## B. Aluminum

B1. Scope: This warranty is valid between the original purchaser and the Company. The Company confidently stands behind its services by including a One Year workmanship warranty on your new aluminum fence. This warranty covers defects in workmanship for one year after installation of the fence including proper post footers, proper fasteners, and proper installation methods. We Follow ASTM standards when constructing your aluminum fence. Any failures as result of improper installation will be covered by warranty. Your aluminum gate comes with free adjustment for one year after installation. We emphasize excellent aluminum gate installation, but slight settling may occur, and we will adjust this for one year. Settling after a few months is abnormal and is unlikely to occur.

B2. What to Expect: We guarantee that your aluminum fence will be low in maintenance and easy to care for. Your fence will have a lifetime warranty on its finish. The finish is guaranteed to not rust, corrode, flake, or peel. We source quality materials and we pledge to use suppliers of American-Made aluminum products. Aluminum is a soft metal with a density about 1/3 that of steel. While it performs well in most situations, it is possible that some larger dogs could damage the fence in an effort to escape. In the proper environment, aluminum is a great barrier with little maintenance and classic appeal.

B3. Suppliers: We source most aluminum fence products from the following: Eagle Fence Courtyard by Digger Specialties, Inc. Your contract will specify the supplier used and more product warranty information can be found on these companies respective homepages or by request.

B4. Voiding of Warranty: Do not remove our sign from your fence. Your lifetime warranty is certified by the presence of the sign remaining on fence as originally installed. We reserve the right to void your warranty if payment is late or outside of terms.

### C. Vinyl

C1. Scope: This Warranty is valid between the original purchaser and the Company. The Company confidently stands behind its services by including a 1-year workmanship warranty on your new vinyl fence. This warranty covers defects in workmanship for the lifetime of the fence. Proper post footers, proper fasteners, rail locks, and proper installation methods. The Company follows ASTM standards and manufacturer instructions when constructing your vinyl fence. Any failures as result of improper installation will be covered by warranty. Post footers = 30". Your vinyl gate comes with free adjustment for one year after installation. We emphasize excellent vinyl gate installation, but slight settling may occur, and we will adjust this for a period of one year. Settling after a few months is abnormal and is unlikely to occur.

C2. What to Expect: The Company guarantees that your vinyl fence will be low in maintenance and easy to care for. Your fence will need periodic cleaning in effort to remove mold and mildew buildup. Vinyl fence is a long-lasting product and will far outlast a wood fence in most environments. The greatest challenge we see from properly installed vinyl fences is damage from lawn mowers and string trimmers, throwing rocks and debris at the fence. Vinyl fences sometimes will blow out in high-wind situations, but our use of rail-locks almost completely solves this problem. If damage arises to your vinyl fence, give us a call. Repairing vinyl fencing is usually simple and quick to accomplish. Sometimes the extrusions change, and it may be necessary to replace an entire 8' section of fence rather than the specific damaged component.

C3. Suppliers: We source most vinyl fence products from the following: Poly Vinyl Prestige Vinyl Creations Digger Specialties, Inc. Eagle Fence Vinyl supplies are determined based on style and availability. This is subject to change without notice.

C4. Voiding of Warranty: Do not remove our sign from your fence. Your lifetime warranty is certified by the presence of the sign remaining on fence as originally installed. We reserve the right to void your warranty if payment is late or outside of terms.

### D. Chain

D1. Scope: This Warranty is valid between the original purchaser and the Company. The Company confidently stands behind its services by including a One Year workmanship warranty on your new chain link fence. This warranty covers defects in workmanship for one year after the installation of your fence. Proper post footers, proper fasteners, and proper installation methods. We follow ASTM standard and manufacturer instructions when installing your chain link fence. Any failures as result of improper installation will be covered by warranty. Post

Footers = Minimum 24” when set in concrete. Minimum 34” when driven. The Company reserves the right to determine installation methods. The preference is to drive posts without concrete. If damage arises to your chain link fence, give us a call. Repairing chain links is usually simple and quick to accomplish.

D2. Suppliers: We source our American Steel and Chain Link primarily from the following: Merchant Metals & Eagle Fence Distributing. We use Galvanized and Vinyl-Coated Chain Link Fabrics framework. These materials have a warranty of 15 years. More can be learned about this by visiting [merchantmetals.com](http://merchantmetals.com)

D3. Voiding of Warranty: Do not remove our sign from your fence. Your lifetime warranty is certified by the presence of the sign remaining on fence as originally installed. We reserve the right to void your warranty if payment is late or outside of terms.

#### **Article 6. WAIVER OF WARRANTIES AND CLAIMS.**

THIS LIMITED WARRANTY AGREEMENT IS GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY AND WORKMANSHIP AND IS ALSO IN LIEU OF ANY CLAIMS FOR CONSEQUENTIAL DAMAGES, MENTAL ANGUISH OR DISTRESS, AND FOR DAMAGES BASED UPON NEGLIGENCE, AND OWNER HEREBY EXPRESSLY WAIVES AND DISCLAIMS ANY SUCH WARRANTIES AND CLAIMS

#### **Article 7. Miscellaneous.**

A. This Agreement is governed by the laws of the State of Alabama. Parties specifically agree to this choice of law provision. Any disputes are subject to the exclusive jurisdiction of the county in which the Company’s primary office is located in Alabama, independent of where the work is performed.

B. In the event that court action is necessary to enforce any provision of this Agreement, the parties hereby expressly agree in advance that the non-prevailing party shall pay all court costs and attorneys fees incurred by the prevailing party in enforcing any breach of this agreement or in seeking damages for any such breach.

C. This Agreement constitutes the entire Agreement between the parties and no prior agreement or understanding with regard to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or added to except by the express written agreement by the parties. Furthermore, the parties acknowledge and agree that it has not relied on any representations, promises or inducements made by the other in entering into this Agreement, which have not been specified herein.

D. This Agreement shall be binding on each of the parties’ successors and assigns;

provided, that neither party shall assign its rights and obligations under this Agreement without obtaining the prior written consent of the other party.