



Galvanized Before Weave (“GBW”) Chain Link Fence Fabric 15 Year Limited Warranty

Sharon Fence Distributors (“SFD”) warrants to the original end-user, that its Galvanized Before Weave (GBW) Chain Link Fence Fabric (the “Product”) is free from defects in material and workmanship, and under normal conditions, will not fail due to rust or corrosion, for a period of (15) fifteen years from the date of the sales invoice. Fence fabric must be Galvanized Before Weaving (GBW) and a minimum of 11 gauge.

This warranty does not cover damage caused by abnormal or improper use, relocation, accident, alteration, welding, neglect, abuse, abrasion, harsh chemicals, landscaping equipment, air pollutants, improper service or installation, lack of service, Acts of God, wars, fires, floods, high winds or any cause beyond the reasonable control of the SFD. This warranty also does not cover, use in coastal or marine environments, and/or in areas where industrial pollutants are present. The warranty only covers, the fence fabric, and only applies, so long as the chain link fence is installed according to the minimum requirements as outlined in ASTM Specification F 567. Rust on exposed selvages of woven Pre-Galvanized Wire is considered acceptable under ASTM Specification 392, and is not covered under this warranty. SFD reserves the right to inspect the Product to determine validity of any claim under this warranty, including but not limited to the submittal of photos that clearly show and document the area(s) of failure. SFD may require all or part of the Product to be returned for testing.

In the event of a warranty claim, the fence fabric material may be replaced, repaired or a credit adjustment may be made, as Sharon Fence Distributors may in its sole discretion deem appropriate. Labor, shipping, tax, or removal/installation of the material is not covered under the warranty.

All warranty claims must be submitted in writing, along with a copy of the original purchase invoice to: Sharon Fence Distributors, Sharon, PA 16146.

IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY LOST PROFITS OR OTHER ECONOMIC LOSS OF BUYER, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGE ARISING OUT OF ANY BREACH OF THIS AGREEMENT BY SELLER OR ANY OBLIGATION OF SELLER PURSUANT TO THIS AGREEMENT OR THE FAILURE OF THE GOODS TO PERFORM IN ANY PARTICULAR MANNER. EXCEPTION: IN CERTAIN STATES, THE LAW MAY NOT ALLOW US TO LIMIT IMPLIED WARRANTIES OR EXCLUDE LIABILITY FOR “INCIDENTAL” OR “CONSEQUENTIAL” DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY.

SHARON FENCE DISTRIBUTORS MAKES NO WARRANTIES, COVENANTS, OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, BEYOND THE 15 YEAR LIMITED WARRANTY FOR THE GBW FENCE FABRIC EXPRESSLY SET FORTH HEREIN. ANY WARRANTY OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR USE IS LIMITED TO THE 5 YEAR WARRANTY SET FORTH ABOVE.

This warranty shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and any action or proceeding to enforce any agreement and/or contract or to recover damages hereunder, shall be instituted in the Commonwealth of Pennsylvania in Mercer County or if jurisdiction exists in federal court, in the Western District of Pennsylvania.