



BOERBOEL[®] GATE SOLUTIONS/HARDWARE Limited Lifetime Warranty

WHO IS COVERED: The limited lifetime warranty covers residential and commercial properties. This limited warranty extends to the original purchaser and one (1) transferee as specified herein.

WHAT IS COVERED: Nobility Fence warrants that its hardware products ("Product") will be free from defects in design, material and workmanship for the warranty period. This limited warranty is valid beginning on the date of Product purchase.

WHAT THIS WARRANTY DOES NOT COVER: This limited warranty will not cover normal wear and tear; failure to follow any procedures specified or recommended by Nobility Fence for the installation, operation and maintenance of the Product; any act or circumstance beyond Nobility Fence's control including tampering, unauthorized repairs, misuse, abnormal use, abuse, accident, damage after delivery to the consumer, damage caused by events beyond human control including but not limited to damage caused by animals or natural events, surface tarnishing and/or damage to components caused by corrosion or other environmental conditions; any defect of or in any framework or material supporting the Product; faulty workmanship of any person other than Nobility Fence, including the installer of the Product. This limited warranty does not cover costs of removal or disposal of product, or reinstallation of replacement product. Any service provided outside the scope of this limited warranty shall be at Nobility Fence's standard rate and terms then in effect.

WHAT NOBILITY FENCE DOES TO REMEDY THE PROBLEM: Should your Nobility Fence Product prove defective under warranty, visit the website or call the phone number listed below. Nobility Fence requires written notice or phone call within thirty (30) days of discovering the defect and you must show original proof of purchase receipt. You will be required to provide to Nobility Fence pictures and/or samples of the defective Product. If it is determined by Nobility Fence, in its sole discretion, the Product has a manufacturer defect in material or workmanship, Nobility Fence will replace or repair with new or equivalent products; labor is not included in warranty. If the Product is discontinued, Nobility Fence will repair or replace the Product with a product in comparable quality or price range.

Nobility Fence reserves the right to discontinue or modify any of its products, including the color of its products without notice to the purchaser. Nobility Fence does not warrant that any replacement material will match or be identical to the original Product as replacement products may vary in color or gloss in comparison to the original Product as a result of normal weathering.

Except as expressly set forth in this warranty, Nobility Fence HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATION, WARRANTY, PROMISE, GUARANTEE OR OTHER ASSURANCE OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, RELATING TO THE PRODUCT. STATE LAW WILL DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT YOU MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NO DISTRIBUTOR, DEALER OR OTHER PERSON IS AUTHORIZED BY NOBILITY FENCE TO CHANGE THIS WARRANTY OR TO MAKE ANY ADDITIONAL REPRESENTATION, WARRANTY, PROMISE, GUARANTEE OR OTHER ASSURANCE ON BEHALF OF NOBILITY FENCE RELATING TO THE PRODUCT. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY STATE TO STATE.

BOERBOEL® GATE SOLUTIONS/HARDWARE WARRANTY *(continued)*

LIMITATION OF LIABILITY: THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND NOBILITY FENCE'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. NOBILITY FENCE'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL NOBILITY FENCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THIS WARRANTY IS VALID ONLY IN THE UNITED STATES AND CANADA.

This warranty can also be found online at **NobilityFence.com** or by calling **724-981-6054**.