



## UpGrade Ornamental Fence System Product Warranty

This warranty covers **UpGrade Ornamental Fence System**, manufactured by Betafence USA LLC (hereafter referred to as "Betafence USA"), and is valid only to the original fence purchaser in the original installation location. Materials are guaranteed under normal usage against functional defects for a period up to 20 years. The galvanized finish is warranted against corrosion and the powder coat finish is guaranteed under normal and proper usage, against cracking, peeling, chipping, and blistering for a period up to 10 years from the original purchase date (> 2% of surface affected). Standard warranty for gates is 2 years functional & 2 years corrosion.

Should the fence framework manufactured by Betafence USA fail in accordance with any of the above conditions, Betafence USA warrants to the original purchaser their redemption through replacement, repair, renewal or issuance of a pro-rated credit. The decision as to which method of redemption allowed is solely at the discretion of Betafence USA. If pro-rated allowance is the chosen alternative, the amount will be based on the total time under warranty from date of purchase to date of claim, and on the original cost of framing materials found to be defective. Notice of failure under the conditions of this warranty shall be sent to Betafence USA, in writing within 30 days of observation of such, together with photographs, proof of purchase and samples if requested, and shall specify the nature of the defect and when it was first observed.

Should the fence be improperly installed, Betafence USA shall not be responsible for the performance or appearance of the material. This warranty does not cover failure or damage due to improper use or application, abuse or misuse, vandalism or acts of God. Betafence USA reserves the right to inspect the material to determine validity of the claim. The warranty is void if parts or components not supplied by Betafence USA are used in the installation of the fence. Normal and proper usage does not include damage caused by installation within 1 mile of coastland, impact, external forces, physical damage, abrasion, landscape damage or residue, or exposure to acid rain, irrigation chemicals, abnormally high levels of airborne pollutants, or salty environments. Evidence of exposure of the fence products to salt or other corrosive products voids this warranty. Corrosion warranty on arc weld zones and cast steel finials is limited to 5 years for installation beyond 1 mile of coastland. Installations within up to 1 mile of coastland are warranted 10 years for function only.

Upon validation of a claim by Betafence USA, Betafence USA will decide redemption by replacement, repair, renewal or issuance of a credit pro-rated the remaining time of the guarantee period. Reimbursement for the costs of removal, installation or shipping of materials is not included in this warranty, nor will Betafence USA provide those services. Betafence USA will not be liable for incidental, special or consequential damages.

The above constitutes the complete warranty by the manufacturer. No other agreement, express or implied, is valid, including without limitation any implied warranty or merchantability or fitness for a particular purpose, and no terms or conditions other than those stated herein shall be binding on Betafence USA. Betafence USA does not authorize any other person or agent to make any other express warranties. Betafence USA neither assumes nor authorizes any other person or agent to assume any other liability in connection with Betafence USA. Some jurisdictions do not allow limitations on how long an implied warranty lasts, nor do they allow an exclusion or limitation of incidental or consequential damages; therefore, the limitations and exclusions noted herein may not apply.

A copy of this warranty must be received by Betafence USA LLC within 30 days of completion of installation to validate warranty. Dealers are allowed to validate warranty for projects with material value max 15,000 US\$. Projects of higher material value and where warranty is requested need to be specified as such at time of order, and warranty will be signed off by Betafence USA.

Purchase Date: \_\_\_\_\_ Sales Order Number: \_\_\_\_\_  
Project Name: \_\_\_\_\_ Owner's Name: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Dealer Signature: \_\_\_\_\_ Dealer Name: \_\_\_\_\_