

BLACKLINE™ FENCE PRODUCTS, INC.'S LIFETIME TRANSFERABLE LIMITED WARRANTY

15801 Pacific, Omaha, NE 68118

What and who is covered and for how long:

Blackline™ Fence Products, Inc. (hereinafter referred to as "Blackline Fence"), warrants its fence, railing, and specialty products, subject to the conditions and limitations listed herein, to be free from defective workmanship and materials, and, except as limited hereinafter, these products are, when subject only to normal and proper use, further warranted against surface peeling, rot, ground insects, splitting, corrosion, flaking, rusting, blistering, abnormal weathering, abnormal deformation or abnormal discoloration under conditions of normal use and service. Blackline Fence warrants only those products manufactured by Blackline Fence. Any mixing of non-Blackline Fence profiles, design changes, other than merely to the spacing of pickets, and/or design changes not approved by Blackline Fence in writing and in advance will invalidate this Lifetime Warranty, and the Lifetime Warranty extends only to the original purchaser unless the Lifetime Warranty is transferred according to terms specified herein. This Lifetime Warranty does not cover any labor costs. This Lifetime Warranty does not cover any damage(s), defect(s), or other problem(s) or consequence(s) directly or indirectly resulting from the assembly, handling, shipping or installation by one or more businesses or individuals other than Blackline Fence itself. "Normal weathering" is defined as the gradual, normal, or limited fading, chalking and/or dirt/stain accumulation that most colored surfaces experience as a result of exposure to sunlight, wind, dirt, and atmospheric conditions. "Normal and proper use" is defined as adequately maintaining the Blackline Fence products, using said fence products only for the purposes and in the way(s) which such particular fencing products are normally used, and not exposing the fence products involved to higher amounts of ultraviolet rays, chemicals, salt, corrosive agents and/or harmful atmospheric conditions than are average for the United States, considered as a whole.

The lifetime coverage of this warranty is designed to cover individual homeowners only. In the instance of Blackline fence, railing, or specialty products purchased by or installed upon the property owned by, for example, a corporation or other business, government agency, partnerships, trust, religious organization, school, condominium or cooperative housing arrangement, or installed on or around apartment buildings or any other type of building or premises not used by individual homeowners as their individual residence, the Lifetime Warranty period will be thirty (30) years following the purchase of the Blackline Fence product. If a Blackline Fence product sold to one of Blackline Fence's dealers or customers is proved to be defectively made either as to its materials or the workmanship involved in making the Blackline Fence product, Blackline Fence will, at its option, pay for the materials needed to repair the defective product, make available a replacement product that is not defective or reimburse the customer for the price that the customer paid for the part that was proven to be defective.

Other Exclusions:

This Lifetime Warranty does not apply to Blackline Fence products sold "as is" or "with all faults." Blackline Fence shall not be liable for and this Lifetime Warranty does not apply to normal weathering, cosmetic damage and/or modest appearance differences. Blackline Fence also is not liable for and this Lifetime Warranty does not apply to any failure(s), defect(s) or damage(s) resulting from or connected with the following:

- A. Act(s) of God, war, terrorism, vandalism, accident(s), misuse, abuse, and/or intentional acts or negligence by anyone other than a Blackline Fence employee;
- B. Painting or treating the surface of a Blackline Fence product with anything other than treatments approved by Blackline Fence;
- C. Impact with foreign objects; exposure to chemical, salt, fire, excessive heat and/or air pollutants; improper maintenance or modification; movement, distortion, collapse or settling of any ground, substance or structure on which the Blackline Fence products were installed; any other exclusion mentioned in this Lifetime Warranty; and/or discontinuation of products including but not limited to colors;
- D. Any product not manufactured by Blackline Fence, and/or any installation, repair or adjustment regarding these products; and
- E. Any product that is covered under a separate written Lifetime Warranty issued by Blackline Fence or anyone else, except for the FIRST FIVE FREE PROTECTION PLAN of Blackline Fence Products Inc.

Warning:

Blackline Fence and its employees are not qualified to approve, recommend or advise as to the suitability of this product for all possible end use applications. Your local code authority or fire marshal's office should be consulted regarding safety for particular intended uses. The three- and four-rail designs of Blackline Fence's ranch rail fences are designed to contain animals, but like other building materials, Blackline Fence Products cannot be expected to contain a horse, bull or other large animal that chooses to break the fence enclosing it. Therefore, Blackline Fence makes no representation about, and does not warrant against, such an occurrence. Blackline Fence does not authorize any dealer, field representative or anyone other than its president to make any change(s) whatsoever to this Lifetime Warranty, and no change granted by Blackline Fence's president will be valid or enforceable until after such change is approved in writing by the President of Blackline Fence.

Registration of Lifetime Warranty:

The attached Lifetime Warranty registration card must be completed, signed by the original purchaser and the installing contractor, and returned to Blackline Fence within thirty (30) days after completion of installation of products in order for purchaser to be eligible for coverage under this Lifetime Warranty.

Transfer of Lifetime Warranty:

This Lifetime Warranty is transferable by the original owner to any subsequent individual owner of its property on a prorated basis from the original date of installation if, but only if, Blackline Fence receives a written request of transfer, proof of the original purchase, and a \$100 transfer fee paid to Blackline Fence within thirty (30) days from the date of real estate title transfer. Failure to timely and fully comply with this Lifetime Warranty transfer procedure will cancel the Lifetime Warranty and relieve Blackline Fence of any further obligation under this Lifetime Warranty. In the event of transfer of the Lifetime Warranty as provided above, the Lifetime Warranty period will be prorated as follows: During the first fifteen (15) years after the date of original purchase of the product, Blackline Fence will, at its option, make a replacement product available or refund the original cost of the product proved to be defective based on the original customer's receipt showing proof of the Blackline Fence product proved to be defective, the price paid and the date purchased. Under no circumstance will Blackline Fence pay more than Blackline Fence's list price (for the product that proved to be defective) at the date of purchase. Beginning in the 16th (sixteenth) year through the 28th (twenty-eighth) year, Blackline Fence's responsibility will decrease by 5% per year until at the end of the 28th (twenty-eight) year when Blackline Fence's responsibility will be limited to 10% of the original cost of material based on Blackline Fence's list price at the date of purchase for the remaining Lifetime Warranty period. The Lifetime Warranty period shall not be extended by any repairs or replacement.

Claims and Remedies:

A claim under this Lifetime Warranty must be reported in writing, with proof of purchase, to Blackline Fence Products, Inc. 15801 Pacific, Omaha, NE 68118, within thirty (30) days of the date that the defect is first discovered or reasonably could have been discovered. A reasonable time should be allowed for inspection purposes, or at Blackline Fence's option, for the defective product to be shipped to our premises freight prepaid by purchaser for examination of the allegedly defective product. Blackline Fence shall be the sole judge of whether or not the fencing is defective and whether the defect is due to manufacturing defects. If, after its inspection, Blackline Fence determines the customer's claim is valid according to the terms of this warranty, then Blackline Fence will, at its option, replace the product section or part that proved to be defective, or refund the original cost of said defective part. This Lifetime Warranty does not cover the cost of installation of any defective products or the cost of installation of any replacement product furnished under the terms of the Lifetime Warranty. The foregoing express warranty excludes all other warranties, express or implied, including any warranty of fitness for a particular purpose, or of merchantability. No incidental or consequential damages will be paid. No statement, remark, agreement, representation, promise or understanding, oral or written, made by Blackline Fence or any agent thereof, which is not specifically contained or authorized herein, will be recognized by Blackline Fence. For consumer purchases, implied warranties of merchantability and fitness for a particular purpose are excluded only where such exclusions are permitted by law. This Lifetime Warranty gives specific rights and there may also be other legal rights which vary from state to state. By acceptance and use of this product, purchaser agrees that Blackline Fence's liability and the purchaser's exclusive remedy for breach of any warranty shall be limited in all events in accordance with the conditions, limitations and exclusions stated in this Lifetime Warranty. Unless otherwise stated, all written communication to Blackline Fence Products, Inc. should be sent to **Blackline Fence's address** stated near the top of page one of this Lifetime Warranty.

This Lifetime Warranty is the only Lifetime Warranty granted by Blackline Fence. This Lifetime Warranty cannot be modified except by a written modification signed by the President of Blackline Fence Products, Inc. This Lifetime Warranty shall be construed in accordance with the laws of the state of Nebraska in the United States of America.

Revised: November 1, 2004

Please complete bottom portion and send to: BLACKline™ Fence Products, Inc.
15801 Pacific Street Omaha, NE 68118

Dealer Name _____ **Customer Name** _____

Address _____ **Address** _____

City, State, Zip _____ **Phone Number** _____

Fence Style: _____

Revised November 1, 2004