

25-Year Limited Warranty

Warranty Terms and Conditions:

Designmaster fence products labeled and sold under this brand and including panels, posts and affixing hardware purchased from an authorized distributor are warranted to the original purchaser (fence owner) for a period of twenty-five (25) years period against the appearance of red rust and subject to further exclusions set forth herein. Designmaster fence guarantees these products to be free of defects in materials and workmanship upon purchase. Normal wear and tear, damage which results from collision or improper installation, theft, abuse and misuse are not covered by the warranty. All fence components must be maintained following the Designmaster fence maintenance guide and fence must be installed using only Designmaster products.

Prompt notification shall be given to Mid Continent Steel and Wire Inc. of any defective product. Upon validation of the claim by Designmaster or its authorized representative, Designmaster agrees to repair or replace at its option any goods covered by this warranty within 90 days of such notification. This limited warranty is non-transferrable and is provided to and only applies to the consumer who originally purchased the product from a Designmaster fence authorized distributor.

The warranty is prorated over the term of the policy.

Please read the following instructions carefully. In addition to any other exclusions, this Warranty is Void under the following conditions:

- In the event that the fence is installed other than strictly in accordance with the manufacturer's guidelines. If the product is used for any purpose other than as a fence.
- If any product defects arise from conditions or use other than those considered to be normal working conditions or problems caused from exposition to chemical products, marine erosion, or any component is submerged totally or partially or any application of caustic chemicals. Misuse and damage by flood, fire or acts of god are not covered by the warranty.
- Damage sustained while in transit or on the merchant's premises.
- If the warranty registration card is not completed and returned to Mid Continent Steel and Wire Inc. within 60 days of purchase date, together with a copy of purchase receipt.
- Modifications, alterations, adjustments or repairs to the product.
- Use of the product in combination with any third-party devices or products that Warrantor has not provided or recommended to purchaser.
- Damage from accidents, vandalism, excessive loads caused by accumulation of snow, ice, trees or some other material causing damage to the panels or any fence component.
- Damage on installed products at locations within 30 miles of the coast.

THIS LIMITED WARRANTY IS GIVEN AND ACCEPTED IN PLACE OF (i) ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR IN TORT, INCLUDING PRODUCT LIABILITIES BASED UPON STRICT LIABILITY, NEGLIGENCE, OR IMPLIED WARRANTY IN LAW. This Limited Warranty is the only warranty made by Designmaster Fence.

No person or entity, including, but not limited to, an authorized distributor, is authorized by Designmaster to assume for it any other liability in connection with the sale of the product nor to make any warranties beyond the foregoing warranty nor to change any of the terms of this warranty. **NO STATEMENT, WHETHER WRITTEN OR ORAL, MADE BY ANY PERSON OR ENTITY, INCLUDING ANY STATEMENT BY AN AUTHORIZED DEALER OR CONTRACTOR, MAY BE TAKEN AS A WARRANTY NOR WILL IT BIND DESIGNMASTER NOR MODIFY THE TERMS OF THIS WARRANTY.**

This warranty does not cover and excludes any indirect, consequential or incidental loss or damage howsoever arising nor any attorney's fees and purchaser's sole remedy for a breach of this Limited Warranty or any defect in a part is strictly limited to the value of the defective product supplied excluding freight, removal, and installation charges and shall consist in the repair or replacement of such defective product. (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 gives you specific legal rights and you may also have other rights which vary from State to State.

With the return of the Warranty Registration Card to Mid Continent Steel and Wire Inc., 2700 Central Avenue, Poplar Bluff, MO 63901, the purchaser accepts the warranty terms and conditions for the purchase of their Designmaster fence products indicated herein. Failure to timely complete and submit such registration card and the other necessary enclosures as set forth therein will void this product warranty.

All legal actions based upon claims or disputes pertaining to, involving, or arising out of this Limited Warranty must be filed in the courts of general jurisdiction that apply.

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WARRANTY REGISTRATION CARD

Name of Purchaser: _____

Telephone: _____ Fax: _____ E-Mail: _____

Postal Address: _____

Location of Fence: _____

Date of Purchase: _____ Merchant: _____

Purchaser's Signature: _____

Note: Please attach to this Warranty Registration Card a copy of your purchase receipt and return within sixty (60) days of purchase.

