

Composite Fencing by UltraDeck®

Limited 10 Year Warranty

MIDWEST MANUFACTURING® warrants to the original purchaser of any composite fencing product by UltraDeck®, who purchased and installed the product for residential purposes, that such product will not split, rot, warp, or suffer structural damage from fungal decay for a period of ten (10) years, beginning on the date that the product was purchased and continuing until this period of time has elapsed, or until the property on which the composite fencing product by UltraDeck®, was originally installed has transferred ownership. The warranty only applies to the original purchaser, who must present an original purchase invoice or receipt, and is non-transferrable.

LIMITATIONS. The warranty does not cover defects that occur through normal wear and tear and weathering of the composite fencing product by UltraDeck®, (“the product”), misuse of the product or negligence in the use of the product, improper storage and handling of the product prior to installation, or lack of maintenance of the product in a manner inconsistent with or contrary to the point of sale material provided. Minor surface irregularities and color differences are a natural characteristic of polyethylene and may be slightly visible on the woodgrain surface and will be visible on the reverse side of the fencing. Any such irregularities do not constitute a product defect.

MIDWEST MANUFACTURING® will replace, at its option, any composite fencing product by UltraDeck®, used for residential purposes that is deemed defective within the ten (10) year period for which this warranty applies. The original purchaser must supply MIDWEST MANUFACTURING® with the original purchase invoice indicating the date of purchase and showing sufficient composite fencing product by UltraDeck®, fencing was purchased to cover the amount claimed to be defective. If the product must be replaced due to splitting, rotting, warping, or structural damage from fungal decay, according to the sole discretion and judgment of MIDWEST MANUFACTURING®, MIDWEST MANUFACTURING® will send the replacement product to the store where the product was originally purchased. The original retail purchaser(s) to whom this warranty applies must then, at their own expense, pick up the replacement product. The original purchaser(s) must pay all costs of the removal of defective product or installation of the replacement product, including labor. No monetary compensation will be paid by MIDWEST MANUFACTURING®. MIDWEST MANUFACTURING® SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OR DAMAGE TO PERSONAL OR REAL PROPERTY, INCONVENIENCE, OR LOSS OF INCOME.

This warranty provides you with specific legal rights, and you may have other rights under state law. Some states do not allow for the limitation or exclusion of incidental or consequential damages or limits on the length of an implied warranty, so some of the above limitations or exclusions may not apply to you.

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