



# FORESTAR FENCING LIMITED WARRANTY

Forestar warrants to the original end - use purchaser ("Purchaser") that, for the applicable Warranty Period set forth in Table I below, when properly installed, used and maintained under normal use and service conditions and in accordance with Forestar's written instructions, Forestar® product set forth in Table I below (the "Product") shall perform as follows:

**Physical Integrity:** The Product shall be free from material defects in workmanship and materials, and shall not split, splinter, rot or suffer structural damage from termites or fungal decay.

**Fade Resistance:** The Product shall not fade in color from light and weathering exposure as measured by color change of (a) more than 5 Delta E (CIE) units for twenty - five years from the date of original purchase, and (b) more than 15 Delta E (CIE) units for the remainder of the Warranty Period, if any. While the Product is designed to resist fading, no material is fade proof when exposed to years of UV exposure and the elements. The Product is designed to resist fading under normal weather conditions and will not fade by more than the number of Delta E (CIE) units indicated above.

**Stain Resistance:** The Product shall be resistant to permanent staining resulting from spills of food and beverage items including ketchup, mustard, salad oils, tea, wine, coffee, fruit punch, barbeque sauce, sodas and other food and beverage related items that would typically be present on a residential deck, or mold and mildew naturally occurring in the environment, provided that such substances are removed from the Product with soap and water within one (1) week of exposure of the food or beverage to the surface or first appearance of the mold and mildew. Cleaning procedures are described in the Care & Cleaning Guide at [www.ahfmd.com](http://www.ahfmd.com).

Notwithstanding the foregoing, Forestar does not warrant that the Product is stain - proof and does not warrant stain resistance resulting from spilled or otherwise applied food and beverage substances which are not properly cleaned as provided above within one (1) week of exposure. In addition, materials not covered in this stain resistance section of this Limited Warranty include abrasive compounds of acidic or basic pH, paints or stains, strong solvents, metallic rust or other abnormal deck use items, and non - food and non - beverage substances, including but not limited to, biocides, fungicides, plant food, bactericides, cement, concrete, mortar, stucco and colored chalk. Mold and mildew can settle and grow on any outdoor surface, including this Product. You should periodically clean your deck to remove dirt and pollen that can feed mold and mildew. This Limited Warranty does not cover mold and mildew which is not properly cleaned as provided above within one (1) week of first appearance.

**Residential/Commercial Application:** For purposes of this Limited Warranty, a "residential application" shall refer to an installation of the Product on an individual residence, and a "commercial application" shall refer to any installation of the Product other than on an individual residence.

**Term of Limited Warranty:** The term of this Limited Warranty for a Product (the "Warranty Period") begins on the date of original purchase and shall be equal to the number of years set forth next to such Product in Table I below.

**TABLE I**

Product	Residential Warranty Period
PeakGuard	20 Years

**Transferability**

**Residential Application:** With respect to a residential application, this Limited Warranty may be transferred one (1) time, within the five (5) year period beginning from the date of original purchase by the Purchaser, to a subsequent buyer of the property upon which the Product was originally installed.

**Commercial Application:** With respect to a commercial application, this Limited Warranty is freely transferable to subsequent buyers of the property upon which the Product was originally installed.

**EXCLUSIONS FROM WARRANTY COVERAGE**

The Products must be stored, handled, installed, used and maintained in accordance with instructions provided by Forestar, and this Limited Warranty is conditioned upon compliance with all such instructions. Copies of Forestar's Installation Guides, Technical Information and Care and Cleaning Guides are available from Forestar at the address listed below. The materials may also be obtained on Forestar's website at [ahfmd.com](http://ahfmd.com). Any information or suggestion by Forestar with respect to the Products concerning applications, specifications or compliance with codes and standards, including building or safety codes, is provided solely for Purchaser's convenient reference and is made without any representation as to accuracy or suitability. Purchaser must verify and test the suitability of any information with respect to the Products for Purchaser's specific application. This Limited Warranty does not cover defects caused by:

**Exposure to Heat:** Direct or indirect contact with extreme heat sources (over 275 ° F/135 ° C) may cause fading and may damage the surface of the Product, and any effects of such exposure are expressly excluded from coverage under this Limited Warranty.

**Surface Damage:** Never use metal shovels or sharp - edged tools to remove snow and ice on the surface of the Product. If the surface of the Product is damaged or punctured, this Limited Warranty will be voided.

**Paint or Other Materials Applied to the Product:** If paint, solvents or other coating materials are applied to the Product, this Limited Warranty will be voided.

**Other Exclusions:** This Limited Warranty shall not cover any condition attributable to:

Improper installation of the Product and/or failure to abide by Forestar's installation guidelines, including but not limited to improper gapping;

Use of the Product beyond normal use or service conditions, or in an application not recommended by Forestar's guidelines and local building codes;

Movement, distortion, collapse or settling of the ground or the supporting structure on which the Product is installed;

Any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), staining from foreign substances other than food and beverages (such as dirt, grease, oil, etc.);

Improper handling, storage, abuse or neglect of the Product by Purchaser, the transferee or third parties;

Any fading or staining not on the walking surface of the Product (i.e., the underside or the ends of the Product);

Ordinary wear and tear.

**Excluded Products:** This Warranty shall not apply to any Forestar products not listed in Table I.

**PROCEDURE FOR MAKING A CLAIM UNDER THIS LIMITED WARRANTY**

To make a claim under this Limited Warranty, Purchaser must do the following:

1.If the Purchaser is making a claim relating to the Limited Warranty on stain resistance, Purchaser must do as follows:

(a) Purchaser must try to clean the affected area of the deck by using the cleaning procedures described above (and provided in more detail in the Care & Cleaning Guide found at [www.ahfmd.com](http://www.ahfmd.com)) within one (1) week of exposure of the food or beverage to the Product or first appearance of the mold and mildew.

(b) If the affected area remains reasonably unsatisfactory after Purchaser has tried these cleaning procedures, then Purchaser must have the affected area of the deck professionally cleaned at Purchaser's expense.

(c) If the affected area remains reasonably unsatisfactory after the professional cleaning, Purchaser may make a claim under this Limited Warranty, provided that such claim is made within thirty (30) days after the professional cleaning.

2.To make a claim under this Limited Warranty, Purchaser, or the transferee, shall send to Forestar, within the Warranty Period referred to above, a written description and photographs of the claimed defect,



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proof of purchase, and if the claim relates to the Limited Warranty on stain resistance, proof of compliance with paragraph 1 above.

3. Warranty Claim Resolution Upon confirmation by an authorized Forestar representative of a valid claim hereunder, Forestar's sole responsibility shall be, at its option, to either:

(a) Replace the affected Product with new Product in an amount equal to the volume (linear feet) of defective material; or

(b) Refund the portion of the purchase price paid by Purchaser for such affected Product (not including the cost of its initial installation). Replacement Products will be as close in color, design, and quality to the original Products as reasonably possible, in Forestar's discretion and determination, but Forestar does not guarantee an exact match as colors and designs may change and Forestar's obligation as to replacement shall further be limited to replacement with the styles and colors of the Product that are available at the time of the replacement.

**THE REMEDIES STATED IN THIS PARAGRAPH ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY PRODUCT THAT FAILS TO CONFORM TO THIS LIMITED WARRANTY.**

If a valid warranty claim hereunder is made during year eleven (11) or any year thereafter through the expiration of the applicable Warranty Period after the original purchase, recovery will be prorated in accordance with Table II, below. If Forestar is providing replacement materials, it may elect to replace the percentage listed in Table II, below, of boards otherwise meeting the requirements for a claim, or if it is refunding the purchase price, it may elect to refund the percentage listed below in Table II of the purchase price of Product otherwise meeting the requirements for a claim.

TABLE II

Year of Claim	Warranty Period
6	80%
7	80%
8	80%
9	60%
10	60%
11	60%
12	40%
13	40%
14	40%
15	20%
16	20%
17	20%
18	10%
19	10%
20	10%

**THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY FORESTAR IN CONNECTION WITH THESE PRODUCTS. FORESTAR DOES NOT MAKE ANY OTHER WARRANTIES, IMPLIED OR EXPRESS, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FORESTAR'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE, AT ITS OPTION, REPLACEMENT OF NON-CONFORMING PRODUCTS OR A REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.**

**PURCHASER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCTS PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.**

**THIS LIMITED WARRANTY SHALL NOT COVER AND FORESTAR SHALL NOT BE RESPONSIBLE FOR COSTS AND EXPENSES INCURRED WITH RESPECT TO THE REMOVAL OF DEFECTIVE PRODUCT OR THE INSTALLATION OF REPLACEMENT MATERIALS, INCLUDING BUT NOT LIMITED TO LABOR AND FREIGHT.**

No person or entity is authorized by Forestar to make and Forestar shall not be bound by any statement or representation as to the quality or performance of Product other than as contained in this Limited Warranty. This Limited Warranty may not be altered or amended except in a written instrument signed by Forestar and Purchaser.

**TO THE FULLEST EXTENT PERMITTED UNDER THE LAW, UNDER NO CIRCUMSTANCES WILL FORESTAR BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, STATUTORY, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUES, INCONVENIENCE, LOSS OF BUSINESS OPPORTUNITIES, OR DAMAGE TO GOOD WILL OR REPUTATION DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, INSTALLATION, USE OR LOSS OF USE OF THE PRODUCTS SOLD HEREUNDER, OR FOR ANY LIABILITY OF PURCHASER TO ANY THIRD PARTY WITH RESPECT THERETO AND Forestar'S LIABILITY FOR NON-PERSONAL INJURY CLAIMS WITH RESPECT TO DEFECTIVE PRODUCT SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCT OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.**

Some States or Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from State to State or Province to Province.

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