



LIMITED WARRANTY

(50 Years)

A. StaTite50 Warranty:

Subject to the terms and conditions in this Section and Sections B and C below, San Antonio Steel Company, Ltd. (the "Warrantor") warrants to the original purchaser (the "Purchaser") of StaTite50 product (the "Product"), purchased from an authorized dealer or contractor, for a period of fifty (50) years from the date of purchase, from any defects in material or workmanship in the Product under normal use and service (the "Product Warranty"). The existence of such defects in materials or workmanship is in the sole discretion of Warrantor.

B. Items Not Covered by the Product Warranty:

The following are not covered by the Product Warranty and in such cases the Product Warranty is void:

- Normal wear and tear of the Product.
- Abuse and/or misuse of the Product.
- Installation of the Product in any manner other than strictly in accordance with Product guidelines and installation specifications using galvanized posts, pipe, and Class 3 clips or greater as set forth at the following webpage: <http://50yearfence.com/wp-content/uploads/2014/08/Construction-Guide.pdf>.
- Use of the Product for any purpose other than a fence.
- In the event any Product defects arise from conditions or uses other than those considered to be normal working conditions.
- Damage to the Product by floods, standing water, corrosion, fire, chemicals, and misapplications or improper installation.
- Use of the Product in a coastal environment.
- Any damages sustained while in transit or on a merchant's premises.
- Any acts of God.

C. General Conditions and Exclusions:

1. Product Registration Required. In addition to the other terms and conditions stated within this document, as a condition to any Purchaser making a claim under the Product Warranty, the Purchaser must, within thirty (30) days of the purchase of the Product from an authorized dealer or contractor: (i) complete the Warranty Registration Card attached to this document, (ii) deliver the Warranty Registration Card to the address listed below, (iii) enclose with the Warranty Registration Card the original manufacturer's specification tag for each style of Product purchased; (iv) enclose with the Warranty Registration Card a copy of the original purchase receipt for the Product to the address listed below; and (v) enclose with the Warranty Registration Card the original Product label for each specification purchased. Failure to timely complete and submit the Warranty Registration Card and the other necessary enclosures will void the Product Warranty.

2. Claim Requirements. In addition to the registration requirements set forth above in Section C(1), in order to make a claim under the Product Warranty, the Purchaser must: (i) actually deliver a completed Claim Card attached to this document and (ii) actually deliver a copy of the original purchase receipt to the address listed below within sixty (60) days after notice/identification of a defective Product. Failure to timely complete and deliver the Claim Card and the other necessary enclosures within sixty (60) days after notice/identification of a defective Product will void the Product Warranty. Warrantor agrees to replace, at its option, with either new or reconditioned materials, any defective Product within a reasonable period of time upon proper notification of a defective Product, the existence of such Product defect being in the sole discretion of Warrantor.

3. No consequential loss or damage. This Product Warranty does not cover any indirect or consequential loss or damage arising out of or related to any Product defect and Warrantor shall not be liable for any indirect, incidental, consequential, exemplary, or punitive damages associated with any defect in or to the Product. The Product Warranty is strictly limited to the replacement value of the Product originally supplied. The Product Warranty excludes any incidental and/or related charges, including, but not limited to, freight, labor, removal and installation charges.

4. Time of the Essence. Time is of the essence in compliance with the terms of the Product Warranty and the terms and conditions set forth herein.

5. Where to Send a Claim: All claims and notices arising out of this Limited Warranty must be submitted to the following name and address via certified mail, return receipt requested:

San Antonio Steel Company, Ltd.
Attn: Customer Service Manager
611 Pop Gun
San Antonio, Texas 78219

Warrantor may change its address upon thirty (30) days' prior written notice to Purchaser.

6. Disputes. All legal actions based upon claims or disputes (collectively, "Disputes") pertaining to, involving, or arising out of this Limited Warranty, including, but not limited to, Warrantor's denial of any claim or portion thereof under this Limited Warranty, must be filed in the courts of general jurisdiction of Bexar County, Texas or in the United States District Court for the Western District of Texas, San Antonio Division located in San Antonio, Bexar County, Texas. In the event that a Purchaser files such an action in either of the court systems identified above, and a final judgment in Warrantor's favor is rendered by such court, the Purchaser shall indemnify Warrantor for all costs, expenses and attorneys' fees incurred by Warrantor in defense of such Disputes. In the event Purchaser files such a legal action in a court other than those specified, and Warrantor successfully obtains a dismissal of that action or transfer thereof to the above described court systems, then the Purchaser shall indemnify Warrantor for all costs, expenses and attorneys' fees incurred by Warrantor in obtaining such dismissal or transfer.

7. Sole Warranty. **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 Warrantor. Purchaser's sole remedy for a breach of this Limited Warranty or any defect in a part is the repair or replacement of any defective Product.**

8. Modification of Limited Warranty. No person or entity, including, but not limited to, an authorized dealer or contractor, is authorized by Warrantor 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 Limited 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 WARRANTOR NOR MODIFY THE TERMS OF THIS LIMITED WARRANTY.