



AAA Fence Company LLC 7-Year Limited Workmanship Warranty

AAA Fence Company LLC, a Minnesota limited liability company (AAA Fence Company), warrants the following to the purchaser to which products are installed and/or repairs are made for products and services that AAA Fence Company provides:

- Product Installation (**Fence and Structural Components**): AAA Fence Company warrants the installation of products to be free from defects in workmanship from the date the installation of the product is completed for a period of seven (7) years of normal use. This workmanship warranty does not include any damages or defects in the product except to the extent solely caused by AAA Fence Company's installation of the product.
- Repairs (**Fence and Structural Components**): AAA Fence Company warrants the repairs made to be free from defects in workmanship from the date the repair is completed for a period of seven (7) years of normal use. This workmanship warranty does not include any damages or defects in the products used to make the repair except to the extent solely caused by AAA Fence Company's installation of the product.

AAA Fence Company reserves the right to inspect the areas at issue to determine the cause of the alleged defects. If the defects are determined to be within the scope of the workmanship warranty, AAA Fence Company will make the necessary repairs at AAA Fence Company's expense. AAA Fence Company specifically does not warrant the installed products.

AAA Fence Company's repair of the defect SHALL BE THE SOLE EXCLUSIVE REMEDY available to the covered person or entity with respect to any defect. AAA Fence Company will not refund or pay any costs in connection with repairs made by anyone other than AAA Fence Company.

AAA Fence Company's liability to the covered person or entity shall be subject to the following terms and conditions:

- The covered person/entity must provide proof that they are the covered person/entity;
- The covered person/entity must provide written notice to AAA Fence Company within **14** days after discovery of any claimed defect covered by this warranty and before beginning any repair. The notice must describe the location and details of the defect and such information as is necessary for AAA Fence Company to investigate the claim; and
- Upon discovery of a possible defect, the covered person/entity must immediately, at the covered person/entity's sole expense, provide for protection of all property that could be affected until the defect is remedied.

Exclusions: This warranty does not cover damage or defects resulting from or in any way attributable to: (a) neglect; (b) misuse; (c) abuse; (d) repair or alteration made by anyone other than AAA Fence Company; (e) settlement or structural movement and/or movement of materials to which installed products are attached; (f) damage from incorrect design of the structure; (h) acts of God including, but not limited to, tornados, floods, severe weather or natural phenomena, (including, but not limited to, unusual climate conditions); (i) lack of proper maintenance; and (j) any cause other than workmanship defects attributable to AAA Fence Company.

Disclaimer: The statements in this warranty constitute the only warranty extended by AAA Fence Company for its workmanship. NO OTHER WARRANTY SHALL BE MADE BY OR ON BEHALF OF AAA Fence Company.

Settlement of Claim: Any repairs made by AAA Fence Company pursuant to this warranty shall constitute a full settlement and release of all claims of any covered person/entity hereunder for damages or other relief and shall be a complete bar to any litigation filed subsequently to the covered person/entity's acceptance of such an agreement.