



Nextwood Fencing Products

L I M I T E D L I F E T I M E W A R R A N T Y

Date _____ / _____ / _____
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If you live in Canada or the United States and you are the original consumer purchaser (“Purchaser”), (i.e. the homeowner, not the supplier, installer or contractor) of Nextwood fencing products (the “Product”), you are entitled to the benefits of this limited warranty.

Original Purchaser (the “Purchaser”)	Phone
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Address

_____ (Street) _____ (City) _____ (State or Province) _____ (Postal/Zip Code)

Name of Installer	Company	Phone
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Address

_____ (Street) _____ (City) _____ (State or Province) _____ (Postal/Zip Code)

Nextwood Outdoor Products Corp. (the “Company”) warrants the Product purchased in Canada or the U.S.A. to be free from manufacturing defects as defined herein, following the date of purchase, subject to all of the following conditions.

Statement of Warranty: This warranty is given to either (1) the original purchaser or (2) the owner(s) of the property at the time of installation, if different from the original purchaser (collectively hereinafter “Purchaser”), of NEXTWOOD fencing product materials (hereinafter “Products”). For purposes of this warranty, a “Residential Purchaser” shall refer to a single-family residential homeowner and a “Commercial Purchaser” shall refer to any Purchaser other than a single-family residential homeowner.

Except as set forth in the exclusions, limitations and restrictions set forth below, Manufacturer warrants to a Residential Purchaser that for the lifetime of the product (20 years for a Commercial Purchaser), the Products will, from the date of the original purchase, be free from material defects in workmanship and materials that (1) occur as a direct result of the manufacturing process, (2) occur under normal use and service, (3) occur during the warranty period and (4) result in splitting, cupping, splintering, blistering, peeling, flaking, cracking, rotting or structural damage from termites or fungal decay.

Exclusion of Warranty Coverage: The Company does not warrant, or is responsible for, or shall cover, any product failure, product malfunction or damages attributed to or resulting from (1) failure to comply with the Company’s installation instructions and/or otherwise resulting from faulty installation of the Product; (2) movement, distortion, collapse or settling of the ground or the supporting structure on which the Products are installed; (3) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.); (4) variations in color due to manufacturing processes or changes in color of Product due to natural weathering of surfaces; (5) exposure to, or direct or indirect contact with extreme heat sources including reflected sunlight from low-emissivity (Low-E) glass which may damage the surface of the product and/or cause the Product to fade; (6) improper handling, storage, abuse or neglect of the Products by Purchaser or third parties; (7) fabrication or remanufacturing by third parties; (8) improper application of paint or other surface chemicals not recommended by the Manufacturer in writing.

WARRANTY REMEDIES

Should any covered defect occur during the warranty period, the Company will at its option, repair or provide replacement Product for the defective Product. In lieu of repair or providing replacement Product, the Company also reserves the right to refund the amount paid by the Purchaser for the original Product and such refund shall fully discharge all obligations and liabilities of the Company. In no events shall the Company be liable or responsible for labour charges or other expenses arising from or related to the installation or removal of either the original or replacement Product.

REPLACEMENT PRODUCT VARIATIONS

As a result of the Company’s continuing efforts to improve its product, certain colors or patterns may be changed or discontinued. If Nextwood replaces any Product under this warranty, it reserves the right to provide the purchaser with substitute product that is comparable only in quality and price to the original Product. Nextwood is not liable to the purchaser if any future replacement product varies in color because of normal weathering or changes in its product line.

REGISTRATION AND CLAIM PROCEDURE

A. All claims of alleged manufacturing defects should be submitted in writing within thirty (30) days of discovery thereof. Claims shall be addressed to the Company at 112A Snidercroft Road Unit 2, Concord, ON L4K 2K1, or online at www.nextwood.ca.

B. No warranty claim shall be honored without presentation of this Lifetime Limited Warranty, proof of purchase, and statement explaining the defect.

LIMITATIONS

THIS NON-TRANSFERABLE LIFETIME LIMITED WARRANTY STATES THE ENTIRE LIABILITY OF THE COMPANY WITH RESPECT TO THE PRODUCT. THE PURCHASER’S REMEDY FOR DEFECTIVE PRODUCTS IS FULLY DESCRIBED IN THE PRECEDING SECTIONS. THE PURCHASER IS NOT ENTITLED TO ANYTHING MORE THAN WHAT IS DESCRIBED IN THOSE SECTIONS. THE COMPANY IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING DAMAGE TO THE PURCHASER’S HOME OR TO ITS CONTENTS. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE IS SPECIFICALLY EXCLUDED AND DISCLAIMED BY THE COMPANY. UNDER NO CIRCUMSTANCES WILL THE COMPANY BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF NEGLIGENCE, BREACH OF THIS LIMITED WARRANTY, OR ANY IMPLIED WARRANTY, AND SUCH DAMAGES ARE SPECIFICALLY EXCLUDED FROM THIS WARRANTY.

This warranty gives you specific legal rights; you may also have other rights which vary from state to state or province to province.

TO VALIDATE YOUR WARRANTY:

Within 90 days of original purchase, please return a completed copy of this warranty along with a copy of your dated proof of purchase of the Product to: **Warranty Registration, Nextwood Outdoor Products Corp, 112A Snidercroft Road Unit 2, Concord, ON L4K 2K1 Canada. or www.nextwood.ca**