



Natures Composites

Premium Sustainable Fencing

Limited Warranty

What is Covered

Subject to the exclusions set forth below, this Limited Warranty covers defects in materials or workmanship in Product purchased from and sold by Natures Composites under the Fence Pickets purchased between 2022-current, (collectively, the "Products") if such defects adversely affect the Purchaser's ability to use the Product under normal use and service conditions. Natures Composites also warrants to the original consumer purchaser ("Purchaser") for the period of coverage, under normal use and service conditions, that the Product shall not crack, splinter, rot, or suffer structural damage from termites.

Period of Coverage

This Warranty begins on the date the Product is purchased (the "Purchase Date") and expires (1) solely for Product purchased and used for Residential use on the 10th anniversary of the date of the original purchase of Product ("Purchase Date"); (2) and solely for Product purchased and used for Commercial use on the 10th anniversary of the date of the original purchase of product ("Purchase Date"). This Warranty is solely for the benefit of the original purchaser of the Product (the "Purchaser"). Provided, however that the Warranty for Product purchased and used for Residential Use only may be transferred one (1) time, prior to the 5th anniversary of the Purchase Date, to a subsequent buyer of the real property upon which such Product is originally installed and any such subsequent buyer shall be considered as a Purchaser for purposes of the Warranty. For purposes hereof, "Residential Use" refers to an application solely for an individual residence, and "Commercial" is any other installation of the product other than on an individual residence. If the Product is repaired or replaced while this Warranty is in effect, the repaired or replaced Product will be warranted for the remaining applicable Warranty Period from the original purchase date. Warranty does not start over when it is repaired or replaced. All non-composite components supplied by Natures Composites are subject to a One (1) Year warranty from original purchase date.

Exclusions

This Warranty does not cover defects, loss, damage or malfunctioning of the Product resulting from: (a) use of the product other than under normal circumstances, uses and service condition in a manner consistent with the application of the product recommended by Natures Composites guidelines and applicable building codes, as interpreted solely by Natures Composites; (b) neglect, abuse, or misuse; (c) lack of proper service, maintenance, or cleaning; (d) accident, fire, flood hail, lightning, deflection, war, or other events beyond Natures Composites reasonable control or acts of God; (e) improper handling, operation, transport, storage, or environmental conditions including air pollution, mildew, mold, fade, damage caused by moisture (specifically salt water) or staining from foreign substances (such as dirt, grease, oil, etc; (f) unauthorized alterations or repairs, or use of unapproved parts in or with the Product, including but not limited to other fencing frames, posts and rails; (g) improper or faulty installation of Natures Composites products and/or to abide by Natures Composites' installation guidelines, including but not limited to, improper gapping (h) any cosmetic damage including, but not limited to, exposed part of the product that is scratched, or damaged and variations or changes in color (Product may vary in color from production lot to production lot) and Normal weathering (which is defined as exposure to sunlight not including but not limited to deflection, weather and atmosphere which will cause any colored surface to gradually fade, chalk or accumulate dirt or stains; (i) collapse, distortion, movement or settling of the surface area or the supporting structure (not supplied by Natures Composites) on which the Product is installed; or (j) any fasteners that are not supplied by Natures Composites.

What Natures Composites Will Do

If Product fails to meet this Warranty, purchaser shall notify Natures Composites in writing within thirty (30) days after discovering a possible defect issue of the product before beginning any permanent repair work and within the applicable Warranty period. Upon confirmation by an authorized Natures Composites representative of a defect covered by this Warranty, Natures Composites sole responsibility and Purchaser's sole and exclusive remedy shall be , at Natures Composites sole option, to either repair or replace the defective Product for such defective Product (not including freight and labor, the cost of Natures Composites initial installation or replacement installation or costs and expenses incurred with respect to the removal of defective product, all which shall be the responsibility of the Purchaser) or refund a portion of the original purchase price paid. All replaced Product will be deemed to be an exchange basis and will become property of Natures Composites.

If a valid claim is made during years one (1) through ten (10) for residential, or years one(1) through (10) for commercial, recovery will be prorated from the original purchase date on an annual basis. If Natures Composites is providing replacement materials, it may also elect to replace a prorated percentage of the product otherwise meeting the requirement for a claim. If purchased through contractor, Nature Composites will base their decision on the price paid by the "Contractor or Installer", NOT the price charged to the end user. If it is refunding the purchase price, it may elect to refund a prorated percentage of the purchase price that was paid to Natures Composites at the time of the original purchase otherwise meeting the requirements of a claim.

How to Get Service

To make a claim under this Warranty, purchaser must first notify Natures Composites in writing within thirty (30) days of discovering a possible defect and within the applicable warranty period, with a specific description of the claimed defect including photos of the defective product and the original proof of purchase (sales receipt, this cannot be a receipt from the contractor, it has to have Natures Composites on the receipt) showing the original Purchase Date, to the following address:

Natures Composites, LLC
Attn: Claims Department
1302 Industrial Park Ave
Torrington, WY 82240.

Disclaimer

THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURCHASE AND DESIGN. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE STATED HEREIN. PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECT IN THE PRODUCT SHALL BE THE REPAIR OR REPLACEMENT OF THE PRODUCT OR A REFUND FOR THE PRODUCT UNDER TERMS DESCRIBED ABOVE. NO CUSTOMER SERVICE REPRESENTATIVE, TECHNICIAN, DISTRIBUTOR, AGENT OR OTHER PERSON IS AUTHORIZED TO CHANGE OR OTHERWISE MODIFY THIS WARRANTY OR ASSUME ANY OTHER LIABILITY ON NATURES COMPOSITES BEHALF.

TO THE FULLEST EXTENT PERMITTED UNDER THE LAW, UNDER NO CIRCUMSTANCE WILL NATURES COMPOSITES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHICH SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND NATURES COMPOSITES' LIABILITY FOR NON-PERSONAL INJURY CLAIMS WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE ORIGINAL PURCHASE PRICE, AS DESCRIBED ABOVE. This warranty gives the Purchaser specific rights and governed by the laws of the State of Wyoming. Purchaser may also have other rights, depending on the applicability of other state's laws, which may vary. Outside the United States of America, specific legal rights may vary depending on the country of the residence of the Purchaser.