

**GEMSTONE ORNAMENTAL ALUMINUM FENCE
LIMITED LIFETIME WARRANTY**

GEMSTONE WARRANTS TO THE ORIGINAL PURCHASER OF THE FENCING THAT THE ELECTROSTATICALLY APPLIED POWDER COATED FINISH WILL NOT CRACK, CHIP, OR PEEL. THIS WARRANTY DOES NOT EXTEND TO DAMAGE CAUSED BY USE OTHER THAN THE NORMAL USE FOR WHICH THE FENCE IS INTENDED, NEGLIGENCE, ALTERATION, ACCIDENT, IMPROPER INSTALLATION, ABUSE, MISUSE, VANDALISM OR ACTS OF GOD. EXCLUDED FROM THE WARRANTY ARE POINTS OF WELDING INHERENT IN THE STYLE OF FENCE OR OTHERWISE REQUESTED BY THE PURCHASER.

ALL CLAIMS FOR A BREACH OF THIS WARRANTY SHALL BE SUBMITTED TO GEMSTONE IN WRITING DESCRIBING THE NATURE OF THE BREACH TOGETHER WITH A PHOTOGRAPH OF THE DEFECTIVE PORTION OF THE FENCE AND A COPY OF THE ORIGINAL INSTALLATION AGREEMENT OR INVOICE. GEMSTONE RESERVES THE RIGHT TO DETERMINE IF THE CLAIM IS VALID. IF THE CLAIM IS VALID, GEMSTONE SHALL, AT ITS DISCRETION, EITHER REPAIR OR REPLACE THE DEFECTIVE PORTION OF THE FENCE. HOWEVER, ALL REMOVAL, SHIPPING, AND REINSTALLATION COST ARE THE SOLE RESPONSIBILITY OF THE PURCHASER. THE ABOVE SET FORTH GEMSTONE'S COMPLETE WARRANTY AND THE REMEDIES AGAINST GEMSTONE WITH RESPECT TO THE FENCE.

NO ADDITIONAL WARRANTIES ARE GIVEN, EXPRESS, STATUTORY OR IMPLIED. ANY IMPLIED WARRANTY OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE IS HEREBY EXPRESSLY DISCLAIMED. GEMSTONE SHALL NOT IN ANY EVENT BE RESPONSIBLE FOR CONSEQUENTIAL, PERSONAL INJURY, OR INCIDENTAL DAMAGES. NO PERSON OR ENTITY IS AUTHORIZED TO CHANGE, MODIFY OR SUPPLEMENT THIS WARRANTY, AND ANY SUCH ATTEMPT AND ANY OTHER WRITTEN OR IMPLIED AGREEMENT SHALL NOT BE VALID AS AGAINST GEMSTONE.