

ARES

ARES Products Protected by FortressShield 20 Year Limited Warranty



Fortress Fence Products warrants its FortressShield protected ARES fence products and accessories to be free from manufacturing related structural defects in material and workmanship to the original consumer purchaser for a period of 20 years from the date of purchase. In addition to manufacturing related structural defects, this Limited Warranty covers cracking, peeling, blistering, excessive fading of the finish, and extensive corrosion of the ARES fence products and accessories protected by FortressShield for a period of 20 years. Corrosion is termed extensive when multiple rust-through perforation instances occur on the same fence section or component.

This warranty does not cover damage caused by abnormal or improper use, improper product application, accident, alteration, welding, neglect, abuse, lawn care equipment damage, abrasion, exposure to harsh chemicals such as chlorine, lawn or garden fertilizers, chemical or mineral laden irrigation water sources, chemicals used for ice removal, air pollutants, improper service or installation or lack of service, or damage caused by flood, fire or acts of God. In order for this warranty to apply to any failure related to modification of the length of the panel, panels which have been cut to custom length must be properly cleaned, recoated and touched up with Fortress Fence Products' field powder coating process and Fortress Fence Products' touch up paint as per Manufacturer's instructions. See website for required treatment and method for recoating of cut ends.

Surface corrosion from scratches, nicks and dents are not covered. For installations located 1 mile or less from the ocean or other saltwater bodies of water, this Limited Warranty is applicable for a period of 3 years from the date of purchase. This limited warranty does not cover FortressShield protected ARES fence products that are in direct or incidental contact with salt water including water from saltwater swimming pools or other saltwater bodies of water.

The original consumer purchaser must contact Fortress Fence Products customer service directly via phone at (866) 323-4766 or via e-mail at warranties@fortressfence.com to obtain necessary warranty claim forms and official claim process. The original consumer purchaser will be notified by Fortress Fence Products as to whether the warranty claim is approved or denied. **THE MANUFACTURER'S IDENTIFICATION TAG or STAMPED MANUFACTURING IDENTIFICATION CODE INCLUDED WITH ALL ARES FORTRESSSHIELD PRODUCTS AND ORIGINAL PROOF OF PURCHASE MUST ACCOMPANY ALL WARRANTY CLAIMS.**

Conditions and Exclusions of this warranty

THIS WARRANTY IS NOT TRANSFERABLE. THE AMOUNT OF YOUR RESTITUTION WILL NOT INCLUDE LABOR TO REMOVE EXISTING COMPONENTS OR INSTALL THE REPLACEMENT COMPONENTS, SHIPPING CHARGES, SALES TAX OR ANY OTHER CHARGES, NOR IS FORTRESS FENCE PRODUCTS REQUIRED TO PROVIDE SUCH LABOR OR SERVICE.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES. FORTRESS FENCE PRODUCTS MAKES NO OTHER EXPRESS WARRANTIES AND DOES NOT AUTHORIZE ANY OTHER PERSON OR AGENT TO MAKE ANY OTHER EXPRESS WARRANTIES. FORTRESS FENCE PRODUCTS NEITHER ASSUMES NOR AUTHORIZES ANY OTHER LIABILITY OR OBLIGATION IN WARRANTY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THIS PRODUCT, IS LIMITED IN DURATION TO THE TWENTY (20) YEAR TERM OF THIS LIMITED WARRANTY. IN NO EVENT SHALL FORTRESS FENCE PRODUCTS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE PURCHASE OR USE OF THIS PRODUCT OR FOR ANY BREACH OF WARRANTY.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws. Any legal action arising out of this Agreement shall be litigated and enforced under the laws of the State of Texas. In addition, you agree to submit to the jurisdiction of the courts of the State of Texas, and that any legal action pursued by you shall be within the exclusive jurisdiction of the courts in the State of Texas, U.S.A.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. THIS WARRANTY IS APPLICABLE ONLY TO SYSTEMS INSTALLED WITHIN THE CONTINENTAL UNITED STATES AND CANADA.

