



Oasis® Composite Fencing Limited Residential Warranty



Fortress Fence Products ("Fortress") warrants to the original residential purchaser ("Purchaser", "you" or "your") that, for a period of fifteen (15) years from the date of original purchase, under normal residential use and service conditions, Oasis® Composite Fencing ("Oasis®") shall be free from material defects in workmanship and materials, and shall not split, splinter, rot, or suffer structural damage resulting from termites or fungal decay.

For purposes of this warranty, a "residential purchaser" refers to an individual residential homeowner.

This warranty does not cover costs incurred with removal of defective Oasis® products or the installation of replacement materials, including but not limited to labor and freight.

Fortress does not warrant against and is not responsible for any condition attributable to: (1) improper installation of Oasis® and/or failure to abide by Fortress installation guidelines, including but not limited to improper gapping; (2) use of Oasis® beyond normal and proper use, or in an application not recommended by Fortress guidelines and local building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which Oasis® is installed; (4) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), staining from foreign substances (such as dirt, grease, oil, etc.), or normal weathering (exposure to sunlight, weather and atmosphere which will cause any colored surface to gradually fade, chalk, or accumulate dirt or stains); (5) improper handling, storage, abuse or neglect by Purchaser, the transferee or third parties; or (6) ordinary wear and tear.

The original residential 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. ORIGINAL PROOF OF PURCHASE MUST ACCOMPANY ALL WARRANTY CLAIMS. The original residential purchaser will be notified by Fortress as to whether the warranty claim is approved or denied.

Conditions and Exclusions of this warranty

THIS WARRANTY MUST BE REGISTERED WITHIN 30 DAYS OF INSTALLATION WITH FORTRESS FENCE PRODUCTS.

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.

