



John Wall, Inc.

horserail...in a class of its own.

440 West Greene Street, Carmichaels, PA 15320

T: 724.966.9255 • F: 724.966.9666 • W: www.horserail.com

**JOHN WALL INC.
Carmichaels, PA**

**CERTIFICATE OF LIMITED WARRANTY
2006-Current THIRTY YEAR (30)**

THIS LIMITED WARRANTY is given by John Wall Inc. [JWI] whose address is 440 West Greene Street, Carmichaels, PA 15320 USA, to you the original retail purchaser of the JWI High Tensile Fence Rail (Horserail) (collectively or separately the "Fence")

- I. **WHAT THE WARRANTY COVERS AND FOR HOW LONG.** For a period of Thirty [30] years, commencing on the day that you received the purchased Fence, JWI will deliver new plastic Fence Rail adequate to replace any defective Fence Rail for the Replacement Price described below if any Fence Rail purchased by you contains any defect which is a direct result of the material or the workmanship used in manufacturing the Fence Rail, and if your Fence was installed by an individual certified by JWI, or by an individual in compliance with specifications and requirements provided by JWI. For purposes of this Warranty, the term Replacement Price will mean the price of Fence Rail necessary to replace the defective Fence Rail at the time that the replacement Fence Rail is ordered, multiplied by a fraction, the numerator of which is the number of years that have expired since the date the Fence Rail was purchased including the year of replacement, and denominator of which is Thirty [30]. You must pay all costs necessary to remove the original Fence Rail and to install the new Fence Rail.
- II. **WHAT THIS WARRANTY DOES NOT COVER.** This limited warranty does NOT cover any of the following:
- A. Damage to, or defect in, the Fence Rail resulting from fire, flood, storm, accident, act of God, or from alteration, misuse, or abuse of the Fence by any person or animal whatsoever, or from use of unauthorized hardware or accessories with the Fence;
 - B. Installation of the Fence or of the replacement Fence Rail, or damage or defects resulting directly or indirectly from any act or omission in the installation of the Fence or the Fence Rail regardless of; whether the Fence is installed by an Individual certified by JWI or installed by any other individual in compliance with specifications and requirements provided by or on behalf of JWI;
 - C. Damage to or defects in the Fence, including, but not limited to the Fence Rail, from any cause whatsoever, including defects in workmanship or materials, if the Fence was not installed by an individual certified by JWI or in compliance with specifications and requirements provided by or on behalf of JWI;
 - D. Damage of real property, personal property, animals, livestock, or any other incidental or consequential damages arising out of any defect of materials or workmanship in the manufacturing of the fence, or out of any act, omission, representation or warranty of JWI, its agents, employees, or servants;
 - E. Defects or damage in or to the brace assemblies, tensioners, crimping sleeves or any part of the fence other than the Fence Rail;
 - F. Damage to or defects in the Fence caused by improper care of the Fence, or by excessive animal pressure, abrasion, cribbing, reaching through or from use of the Fence as a feed bunk.

THIS LIMITED WARRANTY APPLIES ONLY TO DEFECTS IN MATERIAL OR WORKMANSHIP

- III. **REMEDIES AND LIMITATIONS.** Your sole remedy under this Limited Warranty shall be the replacement of the Fence Rail as set forth above. We will not install the replacement Fence Rail. TO THE EXTENT PERMITTED BY LAW, JWI EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREIN AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. JWI SHALL NOT BE LIABLE FOR INCIDENTAL AND



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CONSEQUENTIAL DAMAGES RESULTING FROM A BREACH OF THIS WARRANTY, ANY OTHER EXPRESS WARRANTY OR ANY IMPLIED WARRANTY. IF THE LAW DOES NOT PERMIT THE EXCLUSION OF IMPLIED WARRANTIES, JWI HEREBY LIMITS THE DURATION OF ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THIRTY (30) DAYS FROM THE DATE THE FENCE WAS DELIVERED TO YOU.

If, notwithstanding the above provision, there should arise any liability on the part of JWI for implied warranties of any nature or for express warranties other than as were set forth herein or for any act, or omission of JWI or its agents or employees, such liability shall be limited to an amount equal to Two Hundred Fifty and no/100 Dollars (\$250.00). Such liability is fixed as liquidated damages and not as a penalty, and this liability shall be complete and exclusive. The provisions of this paragraph shall apply to all loss or damage and/or livestock or cattle. You acknowledge that it is impractical and extremely difficult to fix actual damages, which may arise due to the failure of the fence. Therefore, you agree to this liquidated damage clause if, notwithstanding the provision hereinabove, there should arise any liability on the part on JWI other than expressly set forth in this Limited Warranty. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTIES LAST, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OR INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

- IV. **HOW TO OBTAIN SERVICE.** If a problem with the Fence Rail develops during the Warranty Period, email JWI at johnwall@horserail.com. Please inform JWI you have purchased the Fence and are protected under this Warranty. Include your name, address, telephone number and a description of the nature of the defect. In addition, you must send a letter stating the information requested above, together with proof of purchase and proof acceptable to JWI of actual defect and extent of defect (e.g. picture and/ or samples) by certified or registered mail to JWI 440 West Greene Street, Carmichaels PA 15320 USA, enclosing a check or money order for the Replacement Price. JWI reserves the right to send a representative to inspect any alleged defect in the Fence Rail. JWI upon its reasonable determination that a defect in material or workmanship does exist, will deliver the replacement Fence Rail within thirty (30) days of its receipt of the written request and the Replacement Price, unless prohibited from doing so by an act of God, strike, boycott, unavailability of parts and materials, or any other activity beyond its control, in which case, JWI will diligently pursue its obligation hereunder. You will be responsible for all costs of shipping the replacement Fence Rail and the defective Fence Rail. If you do not return the defective Fence Rail within sixty (60) days, you will be liable for full current purchase price of the Fence Rail you received.
- V. **SPECIFIC LEGAL RIGHTS.** This Warranty gives you specific legal rights and you may also have other rights, which vary from state to state.
- VI. **WHERE TO GET FURTHER HELP.** If you wish further help or information concerning this Warranty, contact the warrantor, JWI, at the above stated address, and describe yourself as a bearer of the Limited Warranty.
- VII. **ONLY WARRANTY.** THIS IS THE ONLY WARRANTY GIVEN BY JWI YOU HEREBY ACKNOWLEDGE THAT THERE ARE NO GUARANTEES, WARRANTIES, UNDERSTANDINGS OR REPRESENTATIONS MADE BY JWI THAT ARE NOT SET FORTH IN THIS DOCUMENT.