

Residential, Commercial and Industrial Fence & Rail Aluminum Materials and Assembled Fence & Rail Products Limited Lifetime Warranty

Thank you for purchasing from SHAPES UNLIMITED, INC. (SHAPES). To activate this Limited Lifetime Warranty, return this completed Warranty registration to SHAPES within 30 days after the Customer Purchase Installation is completed, with the warranty registration for lineal component purchases and fabricated component purchases stated below.

By purchasing or using the products from SHAPES, you agree to this Limited Lifetime Warranty. If you do not accept this Warranty, do not use your products, and return any unused products immediately, subject to the SHAPES terms of sale applicable to returns.

Exclusive Remedy - Under this warranty, the Exclusive Remedy for breach of this Limited Lifetime Warranty is limited to the repair, or replacement of the defective material. Reimbursement for the cost of removal and/or reinstallation is not covered, and SHAPES will not provide such services. UNLESS OTHERWISE PROVIDED UNDER APPLICABLE LOCAL OR PROVINCIAL LAW, SHAPES IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOSS OF USE DAMAGES. THESE EXCLUSIONS APPLY EVEN IF SHAPES HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES, AND EVEN IF THE LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. TO THE EXTENT THAT UNDER APPLICABLE LOCAL OR PROVINCIAL LAW YOU HAVE ANY BASIS FOR A REMEDY BEYOND THE LIMITED REMEDY SET FORTH ABOVE, THEN SHAPES' LIABILITY TO YOU CAN BE NO MORE THAN THE PURCHASE PRICE FOR THE PRODUCTS.

Warranty Claim Procedure - If the material appears to have a defect, the original customer must advise SHAPES for lineal purchases, fabricated components and/or the contractor who installed the SHAPES Fence and Rail Products material. To file a claim made against this Warranty, SHAPES will first require photographs of the material in question, Sales, or Invoice Order # and a written summary of the issue. SHAPES customer service may be reached at (330) 726-0844, extension 124 and/or customerservice@shapesunlimited.net. If a determination or resolution cannot be reached using the submitted material, SHAPES will dispatch, at its expense, a company representative to inspect the product. If it is deemed to be a condition covered under this warranty, then SHAPES will either make the repair or replace the covered product.

Exclusive Warranty/Disclaimer of Implied Warranties/ Limitation of Damages - The above stated Limited Lifetime Warranty constitutes the complete Warranty by SHAPES, and is given in lieu of all other warranties, express or implied.

SHAPES DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If your local, state, or provincial law gives you an implied warranty, notwithstanding the disclaimer in the previous sentence, the duration of that warranty will be the same time period as the express warranties set forth in this document, unless state, local or provincial law does not allow limitations on the duration of an implied warranty. This Warranty may not be modified, amended, or supplemented without written approval of SHAPES. No other agreement, written or implied, is valid. SHAPES does not authorize any other person or agent to make any other express warranties.

Transfer - Residential Purchasers who purchase warranted products for approved applications are eligible for a one-time transfer of the Warranty to a subsequent purchaser of the real estate on which the warranted products were originally installed if: (1) The Warranty to be transferred was properly registered with SHAPES by the first Customer Purchaser within 30 days after the original date of installation. (2) The request for transfer is made within 10 years of the original date of installation. (3) The warranted products have not been moved from the original location and/or altered from the approved design or intended use or modified in the manner that compromises the

product's original integrity. (4) SHAPES receives a written request for transfer within 30 days of the real estate transfer. (5) SHAPES receives a copy of the original Warranty from the original purchase. The warranty for commercial and industrial applications is not transferable, unless commercial and industrial lineal purchases or purchases of fabricated components are used in a residential application.

Limited Lifetime Warranty - For Lineal Purchases, Aluminum Fence and Rail Components, or Assembled Fence and Rail Products (excluding fence hardware), this Limited Lifetime Warranty covers defects in material or workmanship, as well as cracking, peeling, and chipping. In addition, SHAPES Warranty covers shipping and handling damage that exists at time of receipt if reported within 10 days of receipt of product for damage that is apparent from inspection, or within 90 days of receipt for latent defects not readily observable by thorough inspection, except for components purchased in full bundles. For components purchased in full bundles, you will have 90 days from the date of receipt to identify and notify SHAPES of any latent defects not readily observable by thorough inspection.

Mandatory Arbitration - Any dispute between you and SHAPES shall be determined by American Arbitration Association arbitration under the Consumer Arbitration Rules. The arbitration shall be decided before a single arbitrator, who shall be both independent and impartial and shall have no personal or financial interest in the matter to be decided. The Arbitrator shall be empowered to grant any relief which would be available in a court proceeding. Notwithstanding the foregoing, no arbitration may be joined with or filed as a group arbitration and rather each arbitration shall be handled as a separate claim and not combined with any other arbitration. Participation in arbitration is mandatory although each party retains the right to seek relief in small claims court for disputes within the scope of their jurisdiction. Participation in arbitration may be virtual, and if face to face arbitration is required by you, then the arbitration shall be held in Youngstown, Ohio. Administration of the arbitration shall be pursuant to the Consumer Arbitration Rules. The ruling of the Arbitrator shall be final and binding, but subject to review in accordance with applicable statutes governing arbitration awards. American Arbitration Association Rules which control how an arbitration may be commenced may be found at: https://www.adr.org/sites/default/files/Consumer-Rules-Web_0.pdf

Exclusions - The following defects are excluded from this warranty: (a) those caused by marine, salty, or harsh environmental conditions, including normal fading, (as determined by Delta E color measurement, not to exceed Delta 5) (b) those caused by acts of God; (c) those arising from improper installation; (d) those arising from unauthorized use or alterations of the product; (e) those caused by negligence, abuse, accident; (f) those arising from the failure to provide maintenance in a manner consistent with the traditional maintenance of similar aluminum products or the failure to follow the Aluminum Fence & Rail Product Care & Maintenance Instructions; (g) appearance associated with normal weathering or fading from exposure to sunlight; (h) caused by oxidation from airborne chemicals or air pollution; (i) caused by the application of paint, varnish, chemicals (including lawn care chemicals or cleaning agents not approved by Shapes' Aluminum Fence & Rail Product Care and Maintenance Instructions.

Warranty Registration Card

To be completed by Installer or Customer Purchaser subsequent to installation.

Customer Name _____

Customer Address _____

Customer City, State, Zip Code _____

Installation address, if different _____

SHAPES Invoice Number _____

Purchase Date _____

Warranty Effective Date (Ship Date) _____

This warranty can also be found online at www.shapesunlimitedinc.com. In the event of a warranty claim please contact SHAPES Customer service at customerservice@shapesunlimited.net



SHAPES
UNLIMITED
ALUMINUM BUILDING PRODUCTS

590 E. Western Reserve Rd. Bldg. #4, Youngstown, Ohio 44514 | 330.726.0844 | www.shapesunlimitedinc.com