FENSTEEL LLC
20-YEAR LIMITED PRODUCT WARRANTY
Residential & Commercial Steel Fencing Products
Built to Last. Backed by FenSteel.
Effective Date: [Insert effective date]

1. LIMITED WARRANTY AND COVERED PRODUCTS
FenSteel LLC ("FenSteel" or "Manufacturer") warrants to the original end-use purchaser ("Purchaser") that FenSteel-manufactured steel fence panels and posts ("Products") will be free from qualifying manufacturing defects in materials and workmanship during the applicable Warranty Period, subject to the terms, conditions, and exclusions of this Limited Warranty.
This warranty covers Products purchased for residential, commercial, and industrial fencing applications.
Covered defects include:

- Manufacturing defects that materially affect the structural integrity or intended functionality of a Product.
- Premature cracking, peeling, or blistering of factory-applied protective finishes caused by a manufacturing defect.
- Extensive corrosion directly attributable to defective manufacturing materials or workmanship.

For purposes of this warranty, **extensive corrosion** means multiple rust-through perforations in the same Product component resulting from a verified manufacturing defect.
This warranty does not guarantee that Products will remain free from normal aging, cosmetic changes, surface oxidation, or environmental deterioration.

2. WARRANTY PERIOD
The standard Warranty Period is **twenty (20) years**, beginning on the date the original Purchaser receives the Products.
The applicable Warranty Period is determined by the original installation location:

Distance from Saltwater Coastline	Warranty Period
10 miles or more	20 years
More than 1 mile but less than 10 miles	10 years
1 mile or less	5 years

Distance shall be determined using the shortest horizontal distance from the original installation site to the nearest saltwater coastline, based on reasonably reliable geographic information.
These reduced coastal warranty periods reflect the increased risk of corrosion from salt exposure.
This warranty applies to Products originally installed in the continental United States and Canada, subject to mandatory laws applicable in the jurisdiction of sale or installation.

3. CONDITIONS OF COVERAGE
Coverage under this Limited Warranty is subject to the following:
a. Products must be installed in accordance with FenSteel's published installation instructions and applicable building codes.
b. Products must be used for their intended fencing purposes and within their applicable design limitations.
c. Purchaser must perform reasonable maintenance appropriate to the installation environment.
d. Purchaser must retain reasonable proof of purchase and provide information sufficient to establish the Product's identity, original receipt date, and installation location.
e. Purchaser must reasonably cooperate with FenSteel's investigation of any warranty claim.
f. Any damage caused by improper installation, unauthorized modification, misuse, or inadequate maintenance is excluded to the extent that such conduct caused or contributed to the claimed defect.

Warranty registration is recommended within 30 days of receipt but is not a condition of coverage for residential consumers. Commercial Purchasers are also encouraged to register their Products to facilitate warranty administration.

4. EXCLUSIONS

This Limited Warranty does not cover defects or damage caused by the following circumstances:

A. Improper Installation

Incorrect post spacing, inadequate foundations, improper leveling, insufficient anchoring, installation contrary to FenSteel instructions, or failure to comply with applicable structural requirements.

B. Alterations and Physical Damage

Cutting, welding, drilling, unauthorized modifications, scratches, dents, impact, abrasion, vandalism, abuse, accidents, or damage caused by landscaping and lawn maintenance equipment.

C. Environmental Exposure

Corrosion or deterioration caused by saltwater, salt spray, industrial emissions, corrosive pollutants, excessive chemical exposure, fertilizers, pesticides, swimming pool chemicals, deicing products, or other aggressive substances.

D. Normal Weathering and Appearance

Normal fading, discoloration, variations in gloss, minor surface oxidation, staining, weathering, and appearance changes associated with normal environmental exposure.

For factory-applied finishes, a color change exceeding five Hunter Delta E units may be considered when evaluating a claim. Such a measurement alone does not establish a covered manufacturing defect.

E. Natural Events and External Forces

Flooding, fire, hurricanes, tornadoes, excessive wind loads, falling objects, soil movement, settlement, erosion, or other external forces beyond the Product's applicable design limitations.

F. Improper Maintenance

Damage resulting from unreasonable failure to clean or maintain the Products, including failure to address accumulated corrosive contaminants or exposed metal following physical damage.

G. Third-Party Products and Services

Installation labor, foundations, gates, gate operators, automation equipment, accessories, or other products and services not manufactured or expressly warranted in writing by FenSteel.

H. Special Performance Requirements

FenSteel does not warrant that its fencing Products are burglar-proof, impact-proof, hurricane-proof, or suitable for a particular structural, security, or regulatory application unless that specific performance is expressly warranted in writing by FenSteel.

An exclusion applies only to the extent permitted by applicable law and does not eliminate coverage for an otherwise qualifying manufacturing defect merely because an unrelated condition exists.

5. WARRANTY CLAIM PROCEDURE

A Purchaser who discovers a suspected manufacturing defect must notify FenSteel in writing within thirty (30) days after discovery, or within any longer period required by applicable law.

The claim should include:

1. Original purchase invoice or other reasonable proof of purchase.
2. Purchaser's name, contact information, and installation address.
3. Description of the suspected defect and date of discovery.
4. Four to six photographs showing the affected component and surrounding installation.
5. Relevant cleaning and maintenance information, when reasonably available.
6. Any additional information reasonably necessary to evaluate the claim.

FenSteel reserves the right to inspect the affected Products, request additional documentation, and obtain reasonable technical evaluations to determine whether the claimed condition resulted from a covered manufacturing defect. Warranty determinations shall be made in good faith based on available evidence.

Purchasers should not remove, discard, or materially alter the affected Product before FenSteel has had a reasonable opportunity to inspect it, except when necessary to address an immediate safety risk or prevent further damage. Failure to meet an administrative claim requirement shall not eliminate any rights that cannot lawfully be forfeited.

6. FENSTEEL'S WARRANTY REMEDIES

If FenSteel determines that a Product contains a defect covered by this Limited Warranty, **FenSteel shall select, at its discretion and subject to applicable law, one of the following remedies:**

Option A — Repair

Repair the affected Product or component using a method reasonably intended to correct the covered defect.

Option B — Replacement

Provide a replacement for the affected defective Product or component with a new, refurbished, or functionally equivalent component of comparable quality and performance, where permitted by law.

Option C — Refund

Refund the original purchase price attributable to the affected defective Product or component, excluding separately charged installation and other services, except where applicable law requires otherwise.

FenSteel shall have the right to select the appropriate remedy and, where reasonable, an opportunity to perform an authorized repair or replacement.

If a particular Product, profile, finish, or color has been discontinued, FenSteel may provide a reasonably comparable substitute. Exact visual or color matching is not guaranteed.

Warranty remedies apply to the affected defective component and do not automatically extend to replacement of an entire fence installation.

Any repaired or replaced Product shall remain covered for the unexpired portion of the original applicable Warranty Period, subject to any greater protection required by law.

If the selected remedy cannot be completed within a reasonable time or fails to correct the covered defect, the Purchaser retains any additional remedies available under applicable law.

7. COSTS AND SERVICES NOT INCLUDED

To the maximum extent permitted by applicable law, this Limited Warranty covers the approved remedy for the affected FenSteel Product only.

Unless FenSteel expressly agrees otherwise in writing or applicable law requires otherwise, the warranty does not include:

- Labor for removal or reinstallation.
- Excavation, concrete work, or foundation reconstruction.
- Freight, shipping, or transportation costs.
- Equipment rentals or contractor expenses.
- Landscaping or restoration of surrounding property.
- Replacement of undamaged adjacent components solely for aesthetic matching.
- Loss of income, business interruption, or loss of use.

No dealer, installer, distributor, or other third party is authorized to expand FenSteel's warranty obligations without written authorization from FenSteel.

8. NON-TRANSFERABILITY

This Limited Warranty is provided to the original end-use Purchaser and is not transferable to subsequent property owners, purchasers, or users, except where applicable law requires otherwise.

Resale or transfer of the property or Products does not create a new Warranty Period.

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FENSTEEL'S LIABILITY UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE ATTRIBUTABLE TO THE AFFECTED DEFECTIVE PRODUCT OR COMPONENT.
TO THE MAXIMUM EXTENT PERMITTED BY LAW, FENSTEEL SHALL NOT BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF USE, OR RELATED ECONOMIC LOSSES.
These limitations do not exclude liability for personal injury, property damage, or other claims to the extent such liability cannot legally be excluded or limited.
Nothing in this Limited Warranty limits any mandatory statutory remedies available to the Purchaser.

10. IMPLIED WARRANTIES AND CUSTOMER RIGHTS
For Residential and Other Consumer Products:
FenSteel does not disclaim implied warranties that cannot lawfully be disclaimed.
To the extent permitted by applicable law, any implied warranty of merchantability or fitness for a particular purpose is limited in duration to the applicable term of this written Limited Warranty.
Some states and provinces do not permit limitations on implied warranties or exclusions of incidental or consequential damages. Therefore, some limitations may not apply.
For Commercial and Industrial Transactions:
TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED HEREIN, FENSTEEL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
This commercial disclaimer applies only where legally permissible and does not restrict mandatory protections applicable to consumer products.

11. GOVERNING LAW AND DISPUTES
To the extent permitted by applicable law, this Limited Warranty shall be governed by the laws of the State of Texas, without regard to conflict-of-law rules.
For commercial transactions, the parties agree, to the extent legally enforceable, that disputes arising under this Limited Warranty shall be brought in a court of competent jurisdiction in Texas.
For residential consumers, nothing in this provision limits mandatory jurisdictional rights, consumer protection laws, or remedies available under applicable federal, state, or provincial law.
Before commencing litigation, the parties are encouraged to attempt a good-faith resolution through FenSteel's warranty claim process. This does not impose an unlawful prerequisite to pursuing statutory remedies.

12. GENERAL PROVISIONS
a. This Limited Warranty constitutes FenSteel's express written product warranty for the covered Products, subject to other express representations that cannot legally be excluded.
b. FenSteel may revise warranty terms for future purchases. Such revisions shall not retroactively reduce rights established under the warranty applicable to an earlier purchase.
c. If any provision is held invalid or unenforceable, the remaining provisions shall remain effective to the extent permitted by law.
d. No oral statement by a dealer, installer, distributor, or sales representative shall modify this Limited Warranty unless expressly authorized by FenSteel in writing, without limiting any rights arising from legally enforceable representations.
e. This warranty gives the Purchaser specific legal rights, and the Purchaser may have additional rights that vary by jurisdiction.

13. WARRANTY REGISTRATION AND CONTACT
Original Purchaser / Beneficiary: _____
Purchase Date: _____
Date Products Received: _____
Installation Address: _____
Installation Date: _____
Invoice / Order Number: _____
Product Type / Finish: _____
FenSteel Authorized Representative: _____
Date: _____

For warranty assistance, contact:
FENSTEEL LLC
Website: **www.fensteel.com**
Warranty Email: sales@fensteel.com
Mailing Address:
510 Logan Ave.
Laredo TX 78040