

# 15 YEAR LIMITED WARRANTY

## MONUMENTAL IRON WORKS ORNAMENTAL FENCE SYSTEMS

By MASTER HALCO

### WHAT IS COVERED BY THIS LIMITED WARRANTY

Master Halco warrants the original purchaser and not any other purchaser, or subsequent owner, that its MONUMENTAL IRON WORKS™ Ornamental Fence Systems are free from defects in material or workmanship including cracking, peeling, chipping, blistering, or corrosion for a period of fifteen (15) years from date of purchase. This warranty applies to systems constructed entirely of components manufactured and/or supplied by Master Halco.

### WHAT IS NOT COVERED BY THIS LIMITED WARRANTY

Damage from abnormal or improper use or design, accident, alteration, neglect, abuse, abrasion, air pollutants, improper service or installation, or damage caused by flood, fire, or act of God is not covered by this limited warranty. Use for harsh industrial, coastal, or marine environments are not warranted.

### PROTECTING YOUR RIGHTS

To protect your rights under this warranty, please return the attached registration form to Master Halco with the certification of your dealer completed within 30 days of purchase. Warranty coverage is not conditional upon the return of the warranty registration form, provided you can furnish proof that the ornamental fence system installed was supplied by Master Halco and meets all of the requirements. A properly filled out warranty registration form completed by your dealer is your best proof of coverage under this limited warranty.

### SUBMITTING A CLAIM

If you believe your MONUMENTAL IRON WORKS™ Ornamental Fence System has failed to perform as warranted, please send a short written statement of your claim including, (a) date and place of purchase, (b) the address where the fence can be inspected, (c) a copy of your sales slip or other evidence of your purchase, (d) a phone number where you can be reached to:

Master Halco, Inc., Attn: Warranty, 3010 LBJ Freeway, Suite 800, Dallas, Texas 75234

If any portion of your MONUMENTAL IRON WORKS™ Ornamental Fence System is found to be defective, Master Halco shall, at its discretion, either repair or refund your actual purchase price of the defective product, under this limited warranty, as your sole remedy. Master Halco reserves the right to request that the system's components be returned, transportation charges prepaid, for the purpose of inspecting the material to determine validity of the claim.

### GENERAL CONDITIONS AND EXCLUSIONS

THE AMOUNT OF YOUR RESTITUTION WILL NOT INCLUDE LABOR TO INSTALL THE REPLACEMENT COMPONENTS, DELIVERY CHARGES, SALES TAX OR ANY OTHER CHARGES, NOR IS MASTER-HALCO REQUIRED TO PROVIDE SUCH LABOR OR SERVICE.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES. MASTER HALCO MAKES NO OTHER EXPRESS WARRANTIES, AND DOES NOT AUTHORIZE ANY OTHER PERSON OR AGENT TO MAKE ANY OTHER EXPRESS WARRANTIES. MASTER HALCO NEITHER ASSUMES NOR AUTHORIZES ANY OTHER LIABILITY OR OBLIGATION IN CONNECTION WITH THIS PRODUCT. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED 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 FIFTEEN (15) YEAR TERM OF THIS LIMITED WARRANTY. IN NO EVENT SHALL MASTER HALCO 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.

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 LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. THIS LIMITED WARRANTY IS APPLICABLE ONLY TO SYSTEMS INSTALLED WITHIN THE CONTINENTAL UNITED STATES AND CANADA.