

A2 Athens Commercial Aluminum Limited Lifetime Warranty



Fortress Building Products warrants its A2 Athens commercial aluminum fence products to be free from defects in material and workmanship. This Limited Lifetime Warranty covers cracking, peeling, blistering, chipping, and extensive corrosion of the electrostatically applied powder coat on A2 commercial aluminum fence panels and posts.

This warranty does not cover damage caused by: abnormal or improper use, improper product application or installation, accident, alteration, welding, and lawn care equipment. The warranty is void if the product is damaged due to neglect, abuse, vandalism, flood, fire or acts of God. The warranty becomes invalid if the product is exposed to harsh chemicals such as chlorine, lawn or garden fertilizers, chemical or mineral laden irrigation water sources. Furthermore, the warranty does not cover nicks and dents, surface corrosion from scratches, or surface mold. If contractor uses non Fortress parts/components this will negate the warranty.

The original consumer 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. The original consumer purchaser will be notified by Fortress Building Products as to whether the warranty claim is approved or denied. **THE MANUFACTURER'S IDENTIFICATION TAG or STAMPED MANUFACTURING IDENTIFICATION CODE INCLUDED WITH ALL ATHENS A2 COMMERCIAL ALUMINUM PRODUCTS AND ORIGINAL PROOF OF PURCHASE MUST ACCOMPANY ALL WARRANTY CLAIMS.**

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.