

COLORMAX FENCE INC HEREBY WARRANTS FOR 10 (TEN) YEARS ON COLORMAX STEEL FENCE PREPAINTED IN THE COLORBOND® COLOR SYSTEM.

THE WARRANTY COVERS ANY PAINT DEFECTS (CHIPING AND/OR PEELING), FADING AND CHALKAGE ON THESE METAL COATINGS DURING NORMAL USE UNDER NORMAL ATMOSPHERIC CONDITIONS.

FOR THE FIRST 10 (TEN) YEARS, FADE SHOULD NOT EXCEED 5 DELTA E HUNTER UNITS RESPECTIVELY IN THE CASE OF VERTICAL APPLICATION FOR COLORS IN THE COLORBOND® COLOR SERIES.

ALL RAW CUTS NOT COVERED WITH THE ORIGINAL PAINT ARE NOT WARRANTED AGAINST RUST.

Measurements are taken on clean surfaces after removal of any deposits or chalk marks in accordance with ASTM D3964. Any change in coloration (DELTA E) can be measured using an approved colorimeter designed to produce a reflectance reading in the X, Y and Z trichromatic filter system based on CIE Luminance at 20 C values in Hunter L, a and b units.

DURING THE FIRST 10 (TEN) YEARS OF EXPOSURE, THE FLASHING SHOULD NOT EXCEED NO.8 IN THE CASE OF A VERTICAL APPLICATION (reference ASTM D4214).

This warranty applies only when the product is used in Quebec, Ontario and the Maritimes. This warranty is the customer's sole remedy with respect to any defect or deficiency in the product. CLÔTURE COLORMAX INC MAKES NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCT, WHETHER UNDER COMMON LAW, STATUTORY OR OTHERWISE INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR GENERAL OR PARTICULAR PURPOSE, IN RESPECT OF WHICH CLÔTURE COLORMAX INC EXPRESSLY DISCLAIMS ALL LIABILITY ON THE TERMS PRESENTED, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

BENEFICIARY OF THE GUARANTEE

This warranty is transferable to subsequent purchasers of the land on which the fence is located, but only if a written notice of the proposed transfer is sent to CLÔTURE COLORMAX INC at least 30 days before the transfer of ownership of said building and if CLÔTURE COLORMAX INC has had the opportunity to examine the product at least 30 days before the transfer in order to ascertain the absence of damage to the product; in the absence of notice as aforesaid or in the event of finding of damage by CLÔTURE COLORMAX INC, the guarantee does not apply.

APPLICATION

The customer must inspect CLÔTURE COLORMAX products before their installation in order to limit the expenses that could be incurred in the event of defective or non-compliant material. CLÔTURE COLORMAX's responsibility is limited to manufacturing and supplying the products to be replaced in such a way as to provide the conforming performance of these products under the original warranty. Labor costs and other costs related to the replacement are the responsibility of the customer.

The replacement of defective coatings does not lead to an extension or extension of the warranty. However, the rest of the warranty will continue to apply to the replaced parts.

CLÔTURE COLORMAX's liability arising from the sale or supply of its metal coverings, their installation or their use, whether based on a guarantee, a contract or a tort, is limited to the current purchase price of the material corresponding to the affected part of the CLÔTURE COLORMAX products which are being replaced. CLÔTURE COLORMAX cannot be held responsible in any case for direct or indirect, incidental, secondary or special damage suffered by the customer or anyone else in connection with the purchase, installation or use of CLÔTURE COLORMAX products or any other damage related to labor or those resulting from a loss in the use of land.

STORAGE

CLÔTURE COLORMAX products must be stored away from water, snow, humidity and abnormal atmospheric conditions.

COMPLAINTS PROCEDURES

1. To make a claim, the buyer must notify CLÔTURE COLORMAX in writing within thirty days of discovering the defect. Failure to report the defect within the prescribed time limits will void this warranty.
2. The denunciation must contain a complete description of the material defect and it must be accompanied by the original proof of purchase, the date of appearance of the defect and supporting photos. The denunciation must be sent to CLÔTURE COLORMAX by email at info@cloturecolormax.com.
3. The buyer must provide CLÔTURE COLORMAX with every facility to inspect the products and take defective samples before any measures are taken.
4. All complaints will be subject to prior investigation to determine the cause in order to assess the admissibility of the complaint.

WARRANTY EXEMPTION CLAUSES:

1. If the fence products are not installed in accordance with the instructions of CLÔTURE COLORMAX, the company disclaims all responsibility for the material sold.
2. If the products are constantly exposed to aggressive and/or corrosive atmospheric conditions, no warranty is applicable as the products are not suitable for use in an aggressive environment, such as:
 - 2.1. Conditions related to constant exposure or spraying with saline water or vapors, other salts or fresh water vapours.
 - 2.2. Conditions related to permanent exposure to corrosive chemicals, fumes, ashes, cement dust, organic residues and animal excrement.
 - 2.3. If products are in direct contact or washed by water passing through areas made of lead, copper or any other material not compatible with steel.
3. If the products have suffered mechanical, chemical or any other damage during transport and storage at the site or during installation.
4. If the products have been without a water-free drain. Such as water accumulated in the bottom rail caused by an accumulation of debris or a lack of perforations for the evacuation of water.
5. If sections of the fence are in contact with the ground or elements that may contain water or humidity.

6. If the damages that may be caused to the customer result from a difference in the pre-painted finish of the coatings on lots installed at different stages of the project and/or associated with separate orders and/or the difference between existing lots and batches of coverings replaced following a warranty claim.
7. If the metal coatings have been in constant contact with unseasoned or rotting wood or corrosive products.
8. If the damage is due to the use of installation accessories not compatible with COLORMAX FENCE products.
9. If the damage is caused directly or indirectly by residual metal particles when cutting hot metal and using circular tools.
10. If damage is due to exposed cut ends.
11. The warranty does not apply to damage resulting from a landslide, ground freezing or ground movement.
12. The warranty does not apply in cases of force majeure or natural disasters (explosion, fire, riots, acts of war, tornado, earthquake or other external forces)