



Warranty

Warranty for SimTek Fence simulated rock wall fencing.

SIMTEK FENCE WARRANTS THE PRODUCT LINE TO BE FREE FROM MANUFACTURING DEFECTS IN MATERIALS AND WORKMANSHIP FOR THE LIFE OF THE ORIGINAL END USE PURCHASER OF THIS PRODUCT, OR FOR AS LONG AS THE ORIGINAL END USE PURCHASER OWNS AND OCCUPIES THE REAL ESTATE ON WHICH THE PRODUCT WAS FIRST INSTALLED.

THE MANUFACTURERS WARRANTY DOES NOT APPLY TO INSTALLATION. Installation should be done by a certified SimTek Fence installer or by the owner of the property on which the product is installed. It should be installed in accordance with recommended procedures. A description of these procedures can be obtained by visiting the SimTek Fence web site at www.simtekfence.com. In the case of a certified professional installer, certification requires the installer to provide the purchaser with a separate installation warranty. In the case of a do-it-yourself installation, the purchaser is responsible for all aspects of the installation including determining the structural requirements (soil stability, concrete post anchoring pier size, etc.) and assuring that proper installation procedures are followed.

These warranties will not include damages as a result of abuse, misuse, vandalism, unauthorized repairs or modifications, defacement, neglect, accident, improper installation, or improper use etc. SimTek Fence, at its sole discretion will repair or replace the product, or provide the customer a credit for the value of the product subject to the warranty within a reasonable time following the receipt by SimTek Fence of such notice of defect.

There are no warranties which extend beyond the description above, and SimTek Fence makes no other warranties, expressed or implied, regarding its products, their fitness for any particular purpose, their merchantability, or otherwise. SimTek Fence does not make and hereby expressly disclaims any other representation, affirmation, promise, description, sample or warranty of any kind with respect to the product.

The sole remedy against SimTek Fence and SimTek Fence's sole liability under this warranty shall be limited to the repair or replacement of the product, in SimTek Fence's sole discretion. In no event shall SimTek Fence be liable for the cost of procurement of substitute goods by the consumer, or any special, consequential or incidental damages for the breach of warranty even if SimTek Fence has been apprised as to the likelihood of such damages occurring. In no such event shall SimTek Fence's liability (whether based on an action or claim in contract, tort, or otherwise) to the customer or any part arising out of or relating to its products or the order or delivery of its products to exceed the purchase price charged by SimTek Fence for such products.