

# **Blackline HHP Products, LLC.**

## **Limited Lifetime Warranty**

### **COVERAGES:**

Subject to the conditions and limitations listed below, Blackline HHP Products, LLC. (BLHHP) warrants its Blackline HHP™ brand fence and railing products to be free from defective workmanship and materials and, when subject to normal use and service, against surface peeling, rot, ground insects, splitting, corrosion, flaking, rusting, blistering, abnormal weathering, abnormal distortion or abnormal discoloration. This warranty is limited to the lifetime of the original property owner for as long as he/she owns the real estate on which the product is applied. If the real estate to which the product is applied is a condominium, or is owned by a party other than a resident owner, including homeowners' associations, corporations, partnerships, unincorporated associations, churches, schools, government or public entities, etc., the warranty period is twenty (20) years. If, during either period, the product is found to exhibit any of the above listed defects, BLHHP will, at its sole and absolute discretion, provide replacement product, refund the purchase price, or repair the affected product. In no instance will the cost of the remedy to BLHHP exceed the original purchase price of the affected product. In all cases, the product must be installed in accordance with its printed installation instructions in a workmanlike manner.

### **CLAIMS:**

To make a warranty claim, and before BLHHP's obligation under the warranty will commence, the property owner must:

- 1) Within 30 days of discovering a defect believed to be covered by this warranty, notify BLHHP in writing at 1325 Marietta Avenue, Bellingham, WA 98226, giving full particulars, including photographs, in support of the claim.
- 2) Make available for inspection by BLHHP, or its representative, the product believed to be defective, and if requested, ship the product prepaid to BLHHP at a specified address.

### **EXCLUSIONS:**

This warranty is limited to the foregoing and does not apply to product which was not installed in accordance with its installation instructions or installed in less than a workmanlike manner, product which has been structurally altered, damage caused by fire, flood, lightning, windstorm, hurricane, tornado, earthquakes or other acts of God, product which has been put in unusual service, or used for purposes for which it was not designed, normal and expected weathering of the surface, any fading, peeling, discoloring or other defects of finishes applied by parties other than BLHHP, the cost of labor, materials or other expenses incidental to the repair, removal, installation or replacement of the warranted product, product which has not been stored in accordance with the product's instructions, product which has been damaged during shipment, storage, handling, or installation, any personal injuries or damage to property resulting from the installation, use or failure of the product. Fence damage caused by livestock will not be covered by the warranty. Hotwire is recommended to minimize possible damage from livestock. The property owner assumes the risk of all such injuries or damage.

### **DISCLAIMER:**

THIS WARRANTY IS IN LIEU OF ALL EXPRESSED AND/OR IMPLIED WARRANTIES OF MERCHANTABILITY OR OF ANY OTHER KIND. REMEDIES UNDER THIS WARRANTY, AS SET FORTH HEREIN, ARE AT THE EXCLUSION OF ALL OTHERS (EXCEPT AS TO THE EXTENT REQUIRED BY ANY APPLICABLE LAW), and BLHHP neither assumes nor authorizes anyone to assume for it any other obligations. In no event shall BLHHP be liable for any remote, incidental or consequential damages of any nature, no matter how arising. Nor shall BLHHP be liable for any amounts in excess of the original purchase price, for parts found to be defective. Some states do allow the exclusion or limitation of special, incidental or consequential damages, so the foregoing may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

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