

RAMM LIFETIME LIMITED WARRANTY PRORATED

-
-

Lifetime Limited Warranty:

Ramm warrants its fencing for a lifetime limited warranty prorated after 3 years. Ramm guarantees that its fence rails are free from manufacturing defects in material and workmanship, as long as it's installed per the manual in accordance with all specifications and requirements.

If Ramm determines, in its sole discretion, that its products have a manufacturing defect under the terms of this Warranty, and upon validation of the claim by Ramm or its authorized representative, redemption by replacement or issuance of a pro-rated credit shall be made by Ramm. Reimbursement for the costs of removal and/or installation of materials along with other associated costs outside of replacing the fence defects are not included in the warranty, nor will Ramm provide those services.

Warranty Transfer:

This warranty may be transferred one time to the first subsequent buyer.

Limitations:

This warranty does not provide protection against any failure, defect or damage caused by situations and events beyond normal exposure conditions, including but not limited to:

- • misuse, abuse, neglect or improper handling or storage;
- • improper installation or installation not in strict adherence to Ramm's written instructions;
- • use of accessories which do not properly receive and/or secure Ramm's fencing;
- • impact of foreign objects, fire, earthquake, flood, lightning, hurricane, tornado or other casualty or act of God;
- • Damage to or defects in the Fence caused by improper care of the Fence;
- • any other cause not involving manufacturing defects in the material supplied by Ramm;

- • Damage to real property, personal property, or animals, livestock, or any other incidental or consequential damages arising out of any defect of materials or workmanship in the manufacturing of the Fence or out of any act, omission, representation, or warranty of Ramm, its agents, employees, or servants.

Ramm is not warranted against discoloration or other damage caused by air pollution (including but not limited to metallic oxides or metallic particles), mold, mildew, exposure to harmful chemicals or normal weathering resulting from exposure to the elements.

Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere which will cause any colored surface to gradually fade, chalk, or accumulate dirt or stains. The severity of any condition depends on the geographical location of the installation, the cleanliness of the air in the area, and many other influences over which Ramm has no control.

For a period of five (5) years from the date of original installation, Ramm warrants this product against excess fade beyond normal weathering if caused by a manufacturing defect, and is reported to Ramm in accordance with the notice provision contained in the "What the Customer Must Do" portion of the warranty. Excess fade is defined by a change in color greater than seven (7) Hunter units as calculated according to ASTM D2244.

Ramm shall have sole discretion to determine whether the Ramm material has faded beyond normal weathering. If the Ramm material is determined to have excessively faded, Ramm will repair or replace at its option, the defective Ramm material. Ramm also reserves the right to refund the amount paid by the original owner for the Ramm fencing. If the original costs cannot be determined by documentation, Ramm shall have sole discretion to determine the amount of refund.

This warranty does not apply to Ramm material which has been painted, varnished or similarly coated over the manufacturer's original finish or Ramm material which has been distorted or melted due to an external heat source.

Ramm reserves the right to discontinue or modify any of its products, including the color, without notice to the homeowner/consumer, and shall not be liable as a result of such discontinuance or modification, nor shall Ramm be liable in the event the replacement material may vary in color or gloss in comparison to the original product as a result of normal weathering.

If Ramm replaces any material under this warranty, it may substitute products designated by Ramm to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

While Ramm Fence resists most common stains like oil and grease, it will become dirty like any other product that is exposed to atmospheric conditions. This is a normal condition for all pigmented materials which are constantly exposed to sunlight and the elements. Soil, grime and mildew can be removed with the help of your garden hose and a bucket of soapy water.

Mold and mildew may be a problem in some areas. They may appear as black, gray or green spots on surface dirt and is usually first detected under trees where sap may be evident. For removal, prepare a solution of 50% Clorox type bleach with 50% water solution. This mixture can be sprayed on the fence and be removed with a power washer under low pressure. (Care must be taken not to use a high-pressure setting).

Note: The chemical agents referenced herein may be hazardous to the user or to the environment. Be sure to follow all precautions and warnings on the product label, particularly those which may be necessary to prevent personal injury. Please dispose of these chemical agents in a manner prescribed by the manufacturer. If you are unsure how to use or how to properly dispose of these chemical agents, contact the manufacturer of these products for instructions.

Claims - What the Customer Must Do:

A claim under this Warranty must be reported in writing, along with proof of purchase and any photos of the suspected defect, to: 13150 Airport Hwy Swanton, Ohio 43558 within thirty (30) days of the date that the defect is first discovered or reasonably could be discovered.

Ramm will then investigate the claim. Ramm will provide notification of any additional information or physical evidence that may be required to process your claim. Ramm shall be the sole judge of whether the product is defective and whether the defect is due from manufacturing defects. If a defect covered by the Warranty is confirmed, Ramm will replace the defective fence and/or accessories AFTER the prorated payment has been submitted to Ramm.

THIS WARRANTY WILL ONLY BE VALID UPON EVIDENCE OF PROPER INSTALLATION BY AN AUTHORIZED RAMM INSTALLER OR UPON EVIDENCE OF STEP BY STEP PHOTOS SHOWING PROPER INSTALLATION OF END AND CORNER ASSEMBELIES USING ONLY AUTHORIZED RAMM ACCESSORIES WHICH INCLUDE BUT NOT LIMITED TO TIGHTNERS, END PLATES, BRACKETS, STRAINERS, WIRE-VICE LINKS, NAILS, AND STAPLES. RAMM NEEDS VERIFICATION OF PHOTOS WHICH INCLUDE POST SIZES SHOWING THE TAPE MEASURMENTS. PHOTOS SHOULD BE SENT IN WITH THE WARRANTY CHECK LIST PROVIDED.

Other Conditions:

THIS WARRANTY REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF RAMM. PERTINENT STATE LAW SHALL CONTROL FOR WHAT PERIOD OF TIME FOLLOWING THE SALE A CONSUMER MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL RAMM BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO ITS CONTENTS OR ANY PERSONS OR ANIMALS THEREIN, RESULTING FROM THE BREACH OF THIS WARRANTY. RAMM DOES NOT AUTHORIZE ITS FIELD REPRESENTATIVES, DISTRIBUTORS OR DEALERS TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON, OR THE EXCLUSION OF, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state.

Warranty Protection Schedule:

<i>Number of Years from Date of Original purchase to Date of Claim</i>	<i>Percentage of current Purchase Price of Originally Installed Products Found to be Defective for which RAMM will be Responsible</i>
0-3 years	100%
4 years	90%
5 years	80%
6 years	70%
7 years	60%
8 years	50%
9 years	40%
10 years	30%
11 years	20%
12-60 years, or lifetime	10%