



THIS LIMITED WARRANTY IS GIVEN BY RAMM FENCE SYSTEMS, INC, WHOSE ADDRESS IS 13150 AIRPORT HIGHWAY SWANTON OH 43558 TO YOU THE ORIGINAL RETAIL PURCHASER OF THE RAMM FENCE SYSTEMS INC (FURTHER KNOWN AS RFI) HIGH TENSILE COATED WIRE. (5/16" COATED AND 5/16" ELECTRIC COATED WIRE PRODUCTS) (COLLECTIVELY CALLED THE "FENCE")

WHAT THE LIMITED WARRANTY COVERS AND FOR HOW LONG -THE NEXT GENERATION 5/16" COATED WIRE FOR A PERIOD OF 20 YEARS, AND THE 5/16" ELECTRIC COATED WIRE NEXT GENERATION, FOR A PERIOD OF 20 YEARS, COMMENCING ON THE DAY THAT YOU RECEIVED THE PURCHASED FENCE, RAMM FENCE SYSTEMS INC WILL DELIVER NEWPLASTIC COATED WIRE ADEQUATE TO REPLACE ANY DEFECTIVE COATED WIRE FOR THE REPLACEMENT PRICE DESCRIBED BELOW IF ANY COATED WIRE PURCHASED BY YOU CONTAINS ANY DEFECT WHICH IS A DIRECT RESULT OF THE MATERIAL WORKMANSHIP USED IN MANUFACTURING THE COATED WIRE, AND IF YOUR FENCE WAS INSTALLED BY AN INDIVIDUAL CERTIFIED BY RFI, OR BY AN INDIVIDUAL IN COMPLIANCE WITH SPECIFICATIONS AND REQUIREMENTS PROVIDED BY RFI. LIMITED WARRANTY COVERAGE ALSO COVERS- YELLOWING OF POLYMER, CRACKING, PEELING AND CHIPPING DUE TO MANUFACTURING DEFECTS. HOWEVER, CRACKING, PEELING, AND CHIPPING, AS ABUSE RELATED IS NON INCLUSIVE IN LIMITED WARRANTY.FOR PURPOSE OF THIS LIMITED WARRANTY, THE TERM REPLACEMENT PRICE WILL MEAN THE PRICE OF COATED WIRE NECESSARY TO REPLACE THE DEFECTIVE COATED WIRE AT THE TIME OF REPLACEMENT. COATED WIRE IS ORDERED, MULTIPLIED BY A FRACTION, THE NUMERATOR OF WHICH IS THE NUMBER OF YEARS THAT HAVE EXPIRED SINCE THE DATE OF PURCHASE INCLUDING THE YEAR OF REPLACEMENT, AND DENOMINATOR OF WHICH IS TWELVE (12). YOU MUST PAY ALL COSTS NECESSARY TO REMOVE THE ORIGINAL COATED WIRE TO INSTALL THE NEW COATED WIRE.

WHAT THIS LIMITED WARRANTY DOES NOT COVER THIS LIMITED WARRANTY DOES NOT COVER THE FOLLOWING:

- A DAMAGE TO, OR DEFECT IN, THE COATED WIRE RESULTING FROM FIRE, FLOOD, STORM, ACCIDENT, ACT OF GOD, OR FROM ALTERATION, MISSUSE, OR ABUSE OF THE FENCE BY ANY PERSON OR ANIMAL WHATSOEVER.
- B INSTALLATION OF THE FENCE OR OF THE REPLACEMENT COATED WIRE, OR DAMAGE OR DEFECTS RESULTING FROM ANY ACT OR OMISSION IN THE INSTALLATION OF THE FENCE OR THE COATED WIRE REGARDLESS OF WHETHER THE FENCE IS INSTALLED BY AN INDIVIDUAL CERTIFIED BY RFI, OR BY ANOTHER INDIVIDUAL IN COMPLIANCE WITH SPECS PROVIDED BY RFI.
- C DAMAGE TO OR DEFECTS IN THE FENCE, INCLUDING, BUT NOT LIMITED TO, THE COATED WIRE, FROM ANY CAUSE WHATSOEVER, INCLUDING DEFECTS IN WORKMANSHIP OR MATERIALS, IF THE FENCE WAS NOT INSTALLED BY AN INDIVIDUAL CERTIFIED BY RFI, OR IN COMPLIANCE WITH THE SPECS AND REQUIREMENTS PROVIDED BY OR ON BEHALF OF RFI
- D DAMAGE OF REAL PROPERTY, PERSONAL PROPERTY, ANIMALS, LIVESTOCK, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY DEFECT OR MATERIALS OR WORKMANSHIP IN THE MANUFACTURING OF THE FENCE, OR OUT OF ANY ACT, OMISSION, REPRESENTATION OR WARRANTY OF RFI, ITS AGENTS, EMPLOYEES, OR SERVANTS.
- E DEFECTS OR DAMAGES IN OR TO THE BRACE ASSEMBLIES, TENSIONERS, CRIMPING SLEEVES, OR ANY PART OF THE FENCE OTHER THAN THE COATED WIRE.
- F DAMAGES TO OR DEFECTS IN THE FENCE CAUSED BY IMPROPER CARE OF THE FENCE.

THIS LIMITED WARRANTY APPLIES ONLY TO DEFECTS IN MATERIAL OR MANUFACTURING

REMEDIES AND LIMITATIONS YOUR SOLE REMEDY UNDER THIS LIMITED WARRANTY SHALL BE THE REPLACEMENT OF THE COATED WIRE AS SET FORTH ABOVE. WE WILL NOT INSTALL THE REPLACEMENT COATED WIRE. TO THE EXTENT OF PERMITTED BY LAW, RFI EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREIN AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RFI SHALL NOT BE LIABLE FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES RESULTING FROM A BREACH OF THIS LIMITED WARRANTY, ANY OTHER EXPRESS OR IMPLIED WARRANTY.IF THE LAW DOES NOT PERMIT THE EXCLUSION OF IMPLIED WARRANTIES, RFI, HEREBY LIMITS THE DURATION OF ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO 30 DAYS FROM THE DATE THE FENCE WAS DELIVERED TO YOU.

IF NOT WITHSTANDING THE ABOVE PROVISION, THERE SHOULD ARISE ANY LIABILITY ON THE PART OF RFI FOR IMPLIED WARRANTIES OF ANY NATURE OR FOR EXPRESS WARRANTIES OTHER THAN AS WERE SET FORTH HEREIN OR FOR ANY ACT OR OMISSION OF RFI OR ITS AGENTS OR EMPLOYEES, SUCH LIABILITY IS FIXED AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE COMPLETE AND EXCLUSIVE. THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY TO ALL LOSS OR DAMAGE AND OR LIVESTOCK AND CATTLE. YOU ACKNOWLEDGE THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES, WHICH MAY ARISE DUE TO THE FAILURE OF THE FENCE. THEREFORE YOU AGREE TO THIS LIQUIDATED DAMAGE CLAUSE IF, NOTWITHSTANDING THE PROVISION ABOVE, THERE SHOULD RISE ANY LIABILITY ON THE PART OF RFI OTHER THAN EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTIES LAST SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SOMES STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

HOW TO OBTAIN SERVICE IF A PROBLEM ARRISSES, PLEASE CALL RFI AT 1-800-416-1958. INFORM THE RFI REPRESENTATIVE THAT YOU HAVE PURCHASED THE FENCE AND ARE PROTECTED UNDER THIS LIMITED WARRANTY. LEAVE YOUR NAME, ADDRESS, TELEPHONE NUMBER AND A DESCRIPTION OF THE NATURE OF THE DEFECT WITH THE REPRESENTATIVE. IN ADDITION YOU MUST SEND A LETTER STATING THE INFORMATION REQUESTED ABOVE, TOGETHER WITH PROOF OF PURCHASE, AND PROOF OF ACCEPTABLE TO RFI OF ACTUAL DEFECT AND EXTENT OF THE DEFECT (PICTURES, OR SAMPLES) BY CERTIFIED OR REGISTERED MAIL TO RFI, 13150 AIRPORT HIGHWAY SWANTON OH 43558. RFI RESERVES THE RIGHT TO SEND A REPRESENTATIVE TO INSPECT ANY ALLEGED DAMAGES WITHIN 30 DAYS OF ITS RECEIPT OF THE WRITTEN REQUEST, UNLESS PROHIBITED FROM DOING SO BY AN ACT OF GOD, STRIKE, BOYCOTT, UNAVAILABILITY OF PARTS AND MATERIALS OR ANY OTHER ACTIVITY BEYOND ITS CONTROL, IN WHICH CASE, RFI WILL DILIGENTLY PURSUE ITS OBLIGATION HEREUNDER. YOU WILL BE RESPONSIBLE FOR ALL COSTS OF SHIPPING OF THE REPLACEMENT COATED WIRE AND THE DEFECTIVE COATED WIRE. IF YOU DO NOT RETURN THE DEFECTIVE COATED WIRE WITHIN 60 DAYS, YOU WILL BE LIABLE FOR FULL CURRENT PURCHASE PRICE OF THE COATED WIRE YOU RECEIVED.

SPECIFIC LEGAL RIGHTS THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

WHERE TO GET FURTHER HELP IF YOU WISH FURTHER HELP OR INFORMATION CONCERNING THIS LIMITED WARRANTY, CONTACT RFI AT THE ABOVE STATE ADDRESS AND DESCRIBE YOURSELF AS A BEARER OF THIS LIMITED WARRANTY.

ONLY LIMITED WARRANTY THIS IS THE ONLY LIMITED WARRANTY GIVEN BY RFI. YOU HEREBY ACKNOWLEDGE THAT THERE ARE NO GUARANTEES, WARRANTIES, UNDERSTANDINGS, OR REPRESENTATIONS MADE BY RFI, THAT ARE NOT SET FORTH IN THIS DOCUMENT.

ANY DISPUTES ARISING FROM THIS LIMITED WARRANTY MUST BE SETTLED THROUGH ARBITRATION ONLY.

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