



**ALTA**

## **STATEMENT OF ALTA FOREST PRODUCTS, LLC'S WESTERN RED CEDAR LIMITED WARRANTY**

The warranties provided by Alta Forest Products, LLC, a Delaware limited liability company ("Company"), in this Statement of Western Red Cedar Limited Warranty ("Limited Warranty") apply only to products that you as the end user ("End User": "you" or "your") purchase. This Limited Warranty cannot be transferred or assigned except to a subsequent owner who purchases or is assigned the fence of which the Product is a part from the End User and owns it during the Warranty Period described below. This Limited Warranty only applies to End Users who are consumers and it does not apply to resellers, wholesalers, installers, distributors or other commercial users of the Product. The term "Product" or "Fence Boards" means only Alta Western Red Cedar Fence Boards that have grades of number 2 or better. This Limited Warranty does not apply to any other product manufactured by Company or a third party. This Limited Warranty does not apply to fence posts and/or other Company-branded products and/or their features, conversions, upgrades, elements, or accessories and/or any combination of them. NOTHING IN THIS LIMITED WARRANTY AFFECTS ANY STATUTORY RIGHTS OF CONSUMERS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT.

### **1. What is Covered by This Limited Warranty**

- (a) Company warrants that the Product will not Structurally Fail due to Rot, Insect Infestation, or Fungal Decay for a period of fifteen (15) years from Date of Purchase (the "Warranty Period"). The term Date of Purchase, as used in this Limited Warranty, shall mean the date of your invoice or sales receipt. For purposes of this Limited Warranty, the terms Structural Failure or Structurally Fail shall mean the inability of the Product to perform as a fence board due to Rot, Insect Infestation or Fungal Decay. The terms, "Rot" or "Fungal Decay," as used in this Limited Warranty, shall mean attack by wood-destroying fungi that disintegrate the wood cell walls. The term Insect Infestation means that the Product has been completely overrun by wood destroying pests or parasites in a manner that can adversely impact the structural integrity of the Product.
- (b) If a valid warranty claim is received from the End User within the Warranty Period, Company will, in Company's sole discretion, either: (1) provide new or refurbished Fence Boards at no charge, to replace those Fence Boards that Structurally Failed; or (2) refund the purchase price of any Fence Boards that have Structurally Failed. Any new or refurbished Fence Boards provided by the Company under this Limited Warranty will remain subject to this Limited Warranty for the remaining Warranty Period of the original Fence Boards.

### **2. What is Not Covered by This Limited Warranty.**

- (a) This Limited Warranty covers normal use of the Products. The Company does not warrant, is not responsible for the following which are specifically excluded from coverage by this Limited Warranty:
- i. Damage that does not result in Structural Failure;
  - ii. Damage from abnormal or improper use or installation of the Product;
  - iii. Damage during shipment, other than original shipment to you if the Company's carrier is used;
  - iv. Structural Failure or any damage caused by unauthorized attachments, alterations, modifications or foreign objects;
  - v. Structural Failure or any damage caused by the use of the Products for purposes other than those for which they are customarily used;
  - vi. Structural Failure or any damage caused by accident, alteration, neglect, abuse, abrasion, air pollutants or rain pollutants;
  - vii. Structural Failure or any damage caused by improper installation, service or maintenance;
  - viii. Structural Failure or any damage caused by a disaster or Act of God such as flood, fire, storm, wind, earthquake or lightning;
  - ix. Structural Failure or any damage caused by the Weathering of wood;
  - x. Structural Failure or any damage caused by any other abuse, misuse, mishandling, or misapplication of the Product;
  - xi. Structural Failure or any damage to Fence Boards that have been milled, cut, split, sawn, bored, routed, or altered in any other way after manufacturing by Company; and
  - xii. Structural Failure or any damage to Fence Boards that are in contact with the ground or where there are Fence Boards that are part of the same fence and within four (4) feet that are in contact with the ground.
- (b) The term "Weathering", as used in this Limited Warranty, shall mean effects caused by natural weather processes on the Product which includes, but is not limited to, raised grain, splitting, checking, twisting, warping, shrinkage, swelling or any other alteration of the physical properties of the wood.
- (c) The Product must be installed with three (3) rails using galvanized or stainless fasteners and in accordance with all other instructions in order for the Products to be covered by this Limited Warranty.

### **3. Obtaining Warranty Coverage.**

- (a) To protect your rights under this Limited Warranty, please return a completed registration form, which is available from your local dealer or at [altafp.com](http://altafp.com), to Company ("Warranty Registration Form") with proof of purchase within thirty (30) days of purchase. Warranty coverage is not conditional upon the return of the Warranty Registration Form, provided that you can furnish proof that the Product was supplied by Company. Please be advised that because the Product is a natural wood product, there is no way to determine whether the Product was manufactured by Company. There are no markings or identifiable characteristics on the Product identifying it as being manufactured by Company. The only method to prove your fence boards are an Alta Product is to provide proof of purchase showing the purchase of a Product Manufactured by Company. Because of this, returning the Warranty Registration Form along with proof of purchase is the best way to ensure your fence boards can be identified as a Product manufactured by Company.



(b) **IMPORTANT: ALL CLAIMS UNDER THIS LIMITED WARRANTY MUST BE REPORTED TO COMPANY IN WRITING WITHIN THIRTY (30) DAYS OF THE DATE THAT THE DEFECT IS FIRST DISCOVERED OR REASONABLY COULD HAVE BEEN DISCOVERED.** If you feel that you have a claim, send your written notice to Company at this address:

Alta Forest Products, LLC  
810 NW Alta Way  
Chehalis, Washington 98532  
Email: [Warranty@altafp.com](mailto:Warranty@altafp.com)

This notice should, if you have not registered your product per Section 3(a) above, include your name and address, the starting date of the original installation of the Products, a copy of your original invoice or bill of sale confirming that the Products were manufactured by Company, the date the Products were purchased and photographs of the claimed defective Products that are sufficient to show the defective condition. The notice should, if you have registered your products per Section 3(a) above, include your name and address, the starting date of the original installation of the Products and photographs of the claimed defective Products that are sufficient to show the defective condition. Company shall have a reasonable opportunity ("Response Time") to inspect the materials provided in the application before making a decision as to whether the Product(s) is covered by the Limited Warranty. During this Response Time, you may be required to allow Company to visit the site where the Products were used to inspect the Products in order to obtain coverage. Company may also request additional photographs or information from you or it may request that you submit a sample of the claimed defective material to Company for analysis, which shall be at your expense. Once Company has the required information it will make a decision regarding whether your claim is covered by this Limited Warranty.

#### **4. General Conditions and Exclusions**

- (a) IN NO EVENT SHALL THE COMPANY (INCLUDING ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, ALL OF WHICH ARE REFERRED TO HEREIN COLLECTIVELY AS THE "COMPANY AFFILIATES") BE LIABLE UNDER ANY CIRCUMSTANCE TO YOU OR ANY OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PRODUCTS OR OTHERWISE, EVEN IF THE COMPANY OR ANY OF THE COMPANY AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE.
- (b) IN NO EVENT SHALL THE COMPANY BE LIABLE TO YOU OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCTS ACTUALLY DELIVERED TO AND PAID FOR BY YOU. YOUR SOLE REMEDY AGAINST THE COMPANY IN ANY DISPUTE UNDER THIS AGREEMENT SHALL BE TO SEEK RECOVERY OF THE AMOUNTS YOU HAVE PAID FOR PRODUCTS, UPON THE PAYMENT OF WHICH THE COMPANY SHALL BE RELEASED FROM AND DISCHARGED FROM ALL FURTHER OBLIGATIONS AND LIABILITY TO YOU.
- (c) THE LIABILITY OF COMPANY UNDER THIS LIMITED WARRANTY WILL NOT INCLUDE THE COST OF ANY LABOR TO INSTALL THE REPLACEMENT PRODUCT NOR IS COMPANY REQUIRED TO PROVIDE SUCH LABOR OR SERVICE UNDER THIS LIMITED WARRANTY. THIS LIMITED WARRANTY WILL ALSO NOT INCLUDE DELIVERY CHARGES, SALES TAX OR OTHER CHARGES YOU INCUR IN MAKING A CLAIM ON THIS LIMITED WARRANTY. COMPANY NEITHER ASSUMES NOR AUTHORIZES ANY OTHER LIABILITY OR OBLIGATION IN CONNECTION WITH THIS PRODUCT.
- (d) SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. THIS WARRANTY IS APPLICABLE ONLY TO SYSTEMS INSTALLED WITHIN THE UNITED STATES AND CANADA.

#### **5. Quality You Can Count On**

At Alta Forest Products LLC, we maintain rigid Quality Control standards to ensure our products meet stated specifications for manufacturing tolerances, grade consistency, and appearance. You can trust your wood fencing needs to Alta Forest Products LLC.