



LIMITED INTERNATIONAL WARRANTY

HYPERION

F E N C I N G

PIONEER

EnviroBuild Materials Ltd ("EnviroBuild") warrants to the original purchaser ("Purchaser") that, for the period of fifteen (15) years from the date of original purchase for a residential application, and ten (10) years from the date of original purchase for a commercial application, under normal use and service conditions that: Hyperion Fencing (formally DURATRAC Fencing) Pioneer range ("Pioneer") products (inclusive of Fence Trellis & Fence Gate products) shall be free from material defects in workmanship and materials, and shall not split, splinter, rot or suffer structural damage from termites or fungal decay. If a Purchaser discovers a defect in the Pioneer product within the warranty period, the Purchaser shall notify EnviroBuild in writing to the following email address: info@envirobuild.com. EnviroBuild reserves the right to request additional information in connection with the warranty claim. If EnviroBuild determines the Purchaser's claim is valid upon confirmation by an authorized EnviroBuild representative of the defect, EnviroBuild's sole responsibility shall be, at its option, to either replace the defective item or refund the portion of the purchase price paid by Purchaser for such defective item, as set out below (not including the cost of its initial installation or delivery). This warranty shall not cover and EnviroBuild shall not be responsible for costs and expenses incurred with respect to the removal of defective Pioneer products or the installation of replacement materials, including but not limited to labour and delivery. The foregoing remedies are the **SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY**.

For purposes of this warranty, a 'residential application' shall refer to an installation of the Pioneer product on an individual residence, and a 'commercial application' shall refer to any installation of the Pioneer product other than on an individual residence. If a valid warranty claim is made during the valid warranty period after the original purchase date, then the Purchaser's recovery will be prorated as indicated below. If EnviroBuild is providing replacement materials, it may elect to replace the percentage listed below of Pioneer products; if EnviroBuild is refunding the purchase price, it may elect to refund the percentage listed below of the purchase price of the Pioneer products.

RESIDENTIAL APPLICATIONS		COMMERCIAL APPLICATIONS	
Time After Original Purchase	Percentage Refunded	Time After Original Purchase	Percentage Refunded
1-3 Years	100%	1-2 Years	100%
3-6 Years	80%	2-4 Years	80%
6-9 Years	60%	4-6 Years	60%
9-12 Years	40%	6-8 Years	40%
12-15 Years	20%	8-10 Years	20%
>15 Years	0%	>10 Years	0%

Warranty transfer: for residential applications this warranty may be transferred one (1) time, within the five (5) year period beginning from the date of original purchase by the Purchaser, to a subsequent buyer of the property upon which the Pioneer products were originally installed. With respect to a commercial application, this warranty is freely transferable to subsequent buyers of the property upon which the Pioneer products were originally installed.

EnviroBuild does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any product failure, product malfunction, or damages attributable to: (1) improper installation of Pioneer products and/or failure to abide by EnviroBuild's installation guidelines, including but not limited to improper gapping; (2) use of Pioneer products beyond normal use and service conditions, or in an application not recommended by EnviroBuild's guidelines and local building codes; (3) movement, distortion, collapse or settling of the ground or the supporting structure on which Pioneer products are installed; (4) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), staining from foreign substances (such as dirt, grease, oil, etc.), or normal weathering (defined as exposure to sunlight, weather and atmosphere which will cause any coloured surface to gradually fade, chalk, or accumulate dirt or stains); (5) variations or changes in colour of Pioneer products; (6) improper handling, storage, abuse or neglect of Pioneer products by Purchaser, the transferee or third parties; (7) any products that have not been paid in full; or (8) ordinary wear and tear.

No person or entity is authorized by EnviroBuild to make and EnviroBuild shall not be bound by any statement or representation as to the quality or performance of Pioneer products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by EnviroBuild and Purchaser.

DISCLAIMER OF WARRANTIES: EXCEPT FOR THE EXPRESS WRITTEN WARRANTY CONTAINED HEREIN, ENVIROBUILD MAKES NO OTHER WARRANTIES, GUARANTEES OR INDEMNITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, USAGE OF TRADE, CUSTOM OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES, GUARANTEES AND INDEMNITIES ARE HEREBY DISCLAIMED, OVERRIDDEN AND EXCLUDED FROM THIS TRANSACTION. UNDER NO CIRCUMSTANCES WILL ENVIROBUILD BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, LOSS OF GOODWILL, USE OF MONEY, USE OF GOODS, STOPPAGE OF WORK, OR IMPAIRMENT OF ASSETS), WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND ENVIROBUILD'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

The exclusion or limitation of incidental or consequential damages is not allowed in some nations, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from nation to nation. Consumers have legal rights under applicable national legislation governing the sale of consumer goods. This warranty does not affect those rights.

