



SUPERIOR FENCE PRODUCTS

MID CONTINENT STEEL AND WIRE INC.
STAY TUFF FENCE
1067 F.M. 306, #102
New Braunfels, TX 78130 USA
Toll Free: 1-888-223-8322
sales@staytuff.com

Lifetime Limited Warranty

Provided by Mid Continent Steel and Wire Inc. (the "Warrantor")

Warranty Terms and Conditions:

All Stay-Tuff® fence wire products labeled and sold under the Stay-Tuff Xtreme brand purchased from an authorized dealer or contractor are warranted to the original purchaser for a lifetime period against the appearance of red rust and subject to the further exclusions set forth herein. Stay-Tuff guarantees this product to be free of defects in materials and workmanship upon purchase. Normal wear and tear, damage which results from collision or improper installation, theft, abuse and misuse are not covered by the warranty.

Prompt notification shall be given to Stay-Tuff Fence of any defective product. Stay-Tuff Fence agrees to repair or replace at its option any goods covered by this warranty within 90 days of such notification. This limited warranty is non-transferrable and is provided to and only applies to the consumer who originally purchased the product from a Stay-Tuff authorized dealer or contractor.

Please read the following instructions carefully. In addition to any other exclusions, this Warranty is Void under the following conditions:

- In the event that the fence is installed other than strictly in accordance with the manufacturer's guidelines. If the product is used for any purpose other than as a fence.
- If any product defects arise from conditions or use other than those considered to be normal working conditions. Misuse and damage by flood, fire or acts of god are not covered by the warranty.
- Damage on installed products at locations within 30 miles of the coast.
- Damage sustained while in transit or on the merchant's premises.
- If the Warranty Registration Card is not completed and returned to Warrantor within 60 days of purchase date, together with one original product label for each fence specification purchased, plus a copy of your purchase receipt.
- Modifications, alterations, adjustments or repairs to the product made by a party other than such authorized by Stay-Tuff Fence.
- Use of the product in combination with any third-party devices or products that Warrantor has not provided or recommended to purchaser.

THIS LIMITED WARRANTY IS GIVEN AND ACCEPTED IN PLACE OF (i) ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN CONTRACT OR IN TORT, INCLUDING PRODUCT LIABILITIES BASED UPON STRICT LIABILITY, NEGLIGENCE, OR IMPLIED WARRANTY IN LAW. This Limited Warranty is the only warranty made by Stay-Tuff.

No person or entity, including, but not limited to, an authorized dealer or contractor, is authorized by Stay-Tuff to assume for it any other liability in connection with the sale of the product nor to make any warranties beyond the foregoing warranty nor to change any of the terms of this warranty.

NO STATEMENT, WHETHER WRITTEN OR ORAL, MADE BY ANY PERSON OR ENTITY, INCLUDING ANY STATEMENT BY AN AUTHORIZED DEALER OR CONTRACTOR, MAY BE TAKEN AS A WARRANTY NOR WILL IT BIND STAY-TUFF NOR MODIFY THE TERMS OF THIS WARRANTY.

This warranty does not cover and excludes any indirect, consequential or incidental loss or damage howsoever arising nor any attorney's fees and Purchaser's sole remedy for a breach of this Limited Warranty or any defect in a part is strictly limited to the value of the defective product supplied excluding freight, removal, and installation charges and shall consist in the repair or replacement of such defective product. (Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.)

This warranty gives you specific legal rights and you may also have other rights which vary from State to State.

With the return of the Warranty Registration Card to Stay-Tuff, 1067 F.M. 306, #102 New Braunfels, TX 78130 USA, the purchaser accepts the warranty terms and conditions for the purchase of their Stay-Tuff Xtreme wire fence products indicated herein. Failure to timely complete and submit such registration card and the other necessary enclosures as set forth therein will void this product warranty.

All legal actions based upon claims or disputes pertaining to, involving, or arising out of this Limited Warranty must be filed in the courts of general jurisdiction of Harris County, Texas.

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WARRANTY REGISTRATION CARD

Name of Purchaser: _____

Telephone: _____ Fax: _____ E-Mail: _____

Postal Address: _____

Location of Fence: _____

Date of Purchase: _____ Merchant: _____

Purchaser's Signature: _____

Note: Please attach to this Warranty Registration Card to one original product label for each fence specification purchased plus a copy of your purchase receipt and return within sixty (60) days of purchase.

