

## **LIFETIME STEEL POST® LIMITED LIFETIME WARRANTY**

This limited warranty can also be found online at [www.jewettcameron.com](http://www.jewettcameron.com)

### **COVERAGE AND EXCEPTIONS**

Jewett Cameron Company warrants its Lifetime Steel Post® products are free from defects in material or workmanship, including structural failure, for as long as you own your home. "Structural failure" is defined as a non-elastic permanent deformation of more than 5%. This limited warranty is limited to the original purchaser only on the products noted above. If the original purchaser is a corporation, partnership, unincorporated association, or a public entity, including, but without limitation to, a church or school, the warranty period shall be for a period of twenty (20) years from the date of original purchase. This limited warranty applies to the post only, and not to other pieces within the fence system. This limited warranty is applicable only to products installed within the United States and Canada.

This limited warranty does not cover damage resulting from accident, unreasonable use, neglect, alteration, improper service, improper installation, natural disasters, acts of God, or any other causes not arising out of defects in materials or workmanship. Use in harsh industrial, coastal (within 5 miles from coastline), or marine environments is not warranted. The natural characteristic of surface corrosion formation on the post is not covered by this limited warranty. The limited warranty period is not extended for a new warranty period if the product is replaced pursuant to this limited warranty.

### **REMEDIES AND EXCLUSIONS**

With respect to any defective product during the limited warranty period, Jewett Cameron Corporation will replace the product free of charge, including costs to ship the replacement product to the original purchaser. This limited warranty does not cover labor costs to remove the defective product nor the labor to install the replacement. It does not cover other associated charges, including but not limited to sales tax.

To make a limited warranty claim, you must contact Jewett Cameron Company at 1-800-955-2879 or [info@jewettcameron.com](mailto:info@jewettcameron.com) during the limited warranty period and provide the following information, in addition to any information requested by Jewett Cameron Company: (1) proof of purchase, including date of purchase; (2) a description of the problem or defect, along with any supporting documentation, including photographs; (3) the date the defect was first discovered; and (4) your name, address, email, and phone number.

### **OTHER RIGHTS, CONDITIONS, AND EXCLUSIONS**

Proof of purchase is required and product shall be verified as supplied by Jewett Cameron Corporation and one of its authorized resellers. This limited warranty is in lieu of all other expressed warranties and Jewett Cameron Company does not authorize any other person, entity, or agent to make any other warranties. The remedies described above are the sole and exclusive remedies, and Jewett Cameron Company neither assumes nor authorizes any other liability or obligation in connection with this product.

Except to the extent prohibited by applicable law, any implied warranty, including without limitation, the implied warranties of merchantability and fitness for a particular purpose with respect to this product, is limited in duration to the warranty period of this limited warranty.

To the full extent permitted by law, this limited warranty does not cover and Jewett Cameron Company shall not be liable for any consequential, special, or incidental damages resulting from any breach of warranty or arising out of or connected to the purchase or use of this product, including but not limited to, loss of use, injuries to persons, or damages to property (other than damages to the product itself).

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 limited warranty gives you specific legal rights, and you may have other rights that vary from state to state.

### **JURISDICTION AND VENUE**

This limited warranty is governed by and construed under the laws of the State of Oregon, without regard to its conflicts of laws principles. The parties further agree that all disputes arising under or in connection with this limited warranty shall be submitted to the United States District Court for the District of Oregon, Portland Division, or if that court lacks subject matter jurisdiction, the Washington County Circuit Court for the State of Oregon. The parties waive any defense of lack of personal jurisdiction to any action based on a breach of this limited warranty.