

### GRABER OUTDOORS 3 YEAR LIMITED LABOR WARRANTY

Graber Leisure, L.L.C., doing business as Graber Outdoors, ("Graber") warrants to the original purchaser of the wood deck or fencing product (the "product") the deck or fencing installed will be free of defects in workmanship for a period of three years from the original date of completion of the deck or fencing.

If the product should become defective within the specified warranty period, Graber Outdoors will provide all labor to repair or replace, at its option, any workmanship that appears, to its satisfaction, to have been defective workmanship. This warranty does not obligate Graber Outdoors to bear any costs in connection with the inspection of defective parts. **The limited warranty contained herein is the purchaser's exclusive remedy.** The term "defective" does not mean issues involving merely cosmetic appearance. To obtain warranty service the purchaser must notify Graber Outdoors of the defective workmanship during the warranty period and give Graber Outdoors a reasonable time to provide the repair or replacement.

This warranty does not cover any defects or costs caused by: (1) modification, alteration, repair, or service of the product by anyone other than Graber; (2) physical abuse to, or misuse of, the product; (3) any use of the product other than that for which it was intended; or (4) failure of the purchaser to perform routine maintenance as required by the product manufacturers. This warranty does not apply to replace defective lumber and other parts. These parts will typically be covered by the manufacturer's warranty which will be supplied to purchaser. **CUSTOMER WILL BE RESPONSIBLE FOR THE COST OF REPLACEMENT OF DEFECTIVE PARTS** if the manufacturer will not provide the replacement part. The warranty also does not cover labor which was not originally provided by Graber Outdoors such as footings, and purchaser agrees to look to that supplier for defects.

This warranty also excludes all costs arising from routine maintenance, including staining or sealing the product and other required maintenance.

THE ABOVE WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THIS PURCHASE. THERE ARE NO OTHER WARRANTIES. ANY EXPRESS WARRANTY NOT PROVIDED, AND ANY REMEDY THAT, BUT FOR THE WARRANTY CONTAINED HEREIN, MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, IS HEREBY EXCLUDED AND DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

IT IS UNDERSTOOD AND AGREED GRABER'S LIABILITY AND PURCHASER'S SOLE REMEDY, WHETHER IN CONTRACT, UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID BY PURCHASER, AND UNDER NO CIRCUMSTANCES SHALL GRABER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, COSTS OF RENTING REPLACEMENTS, AND OTHER ADDITIONAL EXPENSES, EVEN IF GRABER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PRICE PAID IS A CONSIDERATION IN LIMITING GRABER'S LIABILITY.

GRABER WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES, OR EXPENSES AS A RESULT OF PURCHASER'S NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE, AND WHETHER OR NOT ANY SUCH NEGLIGENCE IS THE SOLE CAUSE OF ANY SUCH DAMAGE, LOSS, OR EXPENSE.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS.

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Purchaser