

30-YEAR WARRANTY PRESSURE TREATED POSTS

Great Southern Wood Preserving, Inc. ("Company") hereby warrants its pressure treated posts from termites or fungal decay which renders the Post unfit for normal use as part of an agricultural fencing structure. This Limited Warranty shall be in effect for a period of thirty (30) years from the date of the original purchaser's purchase of such Posts from the Company for as long as the original purchaser owns the Posts during that period. The Limited Warranty is non-transferable and is subject to the terms and conditions of the original purchaser's invoice. In the event of such damage to the Posts from termites or fungal decay during the warranty period, the Company will replace such defective Posts F.O.B. point of manufacture. To initiate a claim for replacement of a defective Post, the original purchaser must provide the Company with written notification or a photograph of the problem at the address set forth below and shall include a proof-of-purchase end-tag and a copy of the original sales invoice.

Great Southern Wood Preserving, Inc.
P. O. Box 610
Abbeville, AL 36310

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE POSTS ARE PURCHASED "AS-IS" AND THE COMPANY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY EXCLUDES ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OF THE POSTS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE IS NO OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTY OF ANY KIND WHATSOEVER. NO AGENT OR EMPLOYEE OF THE COMPANY IS AUTHORIZED TO MODIFY OR ADD TO THIS LIMITED WARRANTY IN ANY WAY WHATSOEVER. THE COMPANY SHALL NOT BE LIABLE HEREUNDER FOR ANY DAMAGE TO THE POSTS RESULTING FROM ANY CAUSE OTHER THAN TERMITES OR FUNGAL DECAY. FURTHER, IN NO EVENT SHALL THE COMPANY BE LIABLE HEREUNDER FOR ANY DAMAGE WHATSOEVER IF THE POSTS HAVE BEEN CUT, SPLIT, SAWN, BORED OR ROUTED AFTER TREATMENT BY THE COMPANY. IN NO EVENT SHALL GREAT SOUTHERN WOOD PRESERVING, INC., HAVE ANY LIABILITY OR RESPONSIBILITY FOR THE PRESENCE OR GROWTH OF MOLD ON THE POSTS EITHER NOW OR AT ANY TIME IN THE FUTURE. THE PURCHASER'S SOLE REMEDY AND THE COMPANY'S LIABILITY HEREUNDER SHALL BE EXPRESSLY LIMITED TO, AT THE COMPANY'S SOLE OPTION, THE OBLIGATION TO REPLACE ANY DEFECTIVE POST, OR THE REFUND OF THE ORIGINAL PRICE PAID TO THE COMPANY FOR SUCH POST. THE COMPANY SHALL NOT BE LIABLE FOR (a) ANY INSTALLATION OR REINSTALLATION COSTS, (b) THE NATURAL CHARACTERISTICS OF CERTAIN WOOD TO SPLIT, WARP OR TWIST, OR, (c) THE LOOSENING OR CORROSION OF FASTENERS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY ANY POSTS, ITS OPERATION OR ITS USE OR LOSS OF USE THEREOF (INCLUDING DELAY, NON-DELIVERY OR SHORTAGE), OR FOR ANY LOSS OF BUSINESS OR PROFITS OR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHATSOEVER OR HOWEVER CAUSED AND REGARDLESS OF WHETHER A CLAIM IS BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER THEORY.

