

PRODUCTS & ACCESSORIES WARRANTY POLICY

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MODERN YARD

Horizontal and Vertical Fence Limited Warranty

Products & Accessories Warranty Policy

This Limited Warranty is issued by Modern Yard LLC (hereinafter referred to as "Modern Yard") to the original purchaser of the Modern Yard fence panels (the "Product"), subject to the terms and conditions outlined below.

1.Warranty Coverage

Modern Yard warrants that its fence panels will remain free from defects in material and workmanship under normal use and service conditions during the applicable warranty periods specified below:

For products used for private purposes, the warranty period is:

Modern Yard Products	Warranty Period - Residential	Warranty Period - Commercial
Vertical Fence and Accessories	15 Years	5 Years
Horizontal Fence and Accessories	25 Years	10 Years

Pro-Rated Warranty Schedule:

RESIDENTIAL

Refund Amount	Time After Original Purchase	Time After Original Purchase
Fence Category	Vertical Fence and Accessories	Horizontal Fence and Accessories
100%	0-3 Years	0-5 Years
70%	3-6 Years	5-10 Years
50%	6-9 Years	10-15 Years
30%	9-12 Years	15-20 Years
10%	12-15 Years	20-25 Years
0%	Over 15 Years	Over 25 Years

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COMMERCIAL

Refund Amount	Time After Original Purchase	Time After Original Purchase
Fence Category	Vertical Fence and Accessories	Horizontal Fence and Accessories
100%	0-1 Years	0-2 Years
50%	1-3 Years	2-6 Years
30%	3-5 Years	6-10 Years
0%	Over 5 Years	Over 10 Years

2. What is Covered

This warranty covers the following defects in the Product:

1. Cracking, splintering, rotting, or structural failure caused by defects in material or workmanship.
2. Damage caused by fungal decay or termite infestation.
3. Significant fading beyond normal weathering as determined by industry standards.

3. What is Not Covered

This warranty does not cover:

1. Improper Installation: Damage or failure caused by improper installation not in accordance with Modern Yard's installation guidelines.
2. Alterations or Modifications: Any modifications, such as painting, staining, cutting, or reshaping the Product.
3. Environmental or External Factors: Damage resulting from accidents, misuse, abuse, neglect, or exposure to extreme weather conditions (e.g., hurricanes, floods, fires).

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4. Normal Wear and Tear: Scratches, scuffs, or other cosmetic issues that do not affect the structural integrity of the Product.

5. Non-Original Purchaser: This warranty is non-transferable and applies only to the original purchaser.

4. Remedies

In the event of a valid warranty claim, Modern Yard will, at its sole discretion, either:

1. Repair the defective Product,
2. Replace the defective Product with a comparable product, or
3. Refund the original purchase price of the defective Product.

Modern Yard's liability is limited to the original cost of the Product and excludes labor, removal, reinstallation, shipping, or incidental costs.

5. How to Make a Warranty Claim

To file a claim under this warranty, you must:

1. Submit your claim in writing to Modern Yard at the address provided below.
2. Include proof of purchase (e.g., receipt or invoice), a detailed description of the defect, and photographs.

Mailing Address:

Modern Yard LLC

Warranty Claims Department

30042 Mission Blvd. Ste 121

Box # 188

Hayward CA 94544

Email: Service@mymodernyard.com

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6. Conditions of Warranty

1. The Product must have been installed, used, and maintained in accordance with Modern Yard' s guidelines.
2. Warranty claims must be submitted within 30 days of discovering the defect.

7. Exclusions of Warranties

This limited warranty is the sole and exclusive warranty for Modern Yard fence panels. Modern Yard disclaims all other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose.

8. Limitation of Liability

Modern Yard' s total liability under this warranty is limited to the replacement or repair of defective products, or the refund of the purchase price, at Modern Yard' s discretion. Modern Yard is not liable for any indirect, incidental, or consequential damages.

This warranty gives you specific legal rights, and you may also have other rights that vary by jurisdiction.

Effective Date: 01/01/2024