



## 5 Year Limited Warranty Trellis Kits

Subject to the terms and conditions set forth herein, Feeney, Inc. ("Feeney") warrants, the Trellis Kits, including all parts and components thereof (collectively, the "Product") will: (i) meet the performance criteria outlined in the published specifications; and (ii) be free from manufacturing defects in material and workmanship under normal use, conditions, installation and maintenance instructions. This warranty shall be valid for a period of five (5) years from the original date of purchase (the "Limited Warranty").

**THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR AND OF THE PRODUCT. FEENEY MAKES NO OTHER WARRANTIES OTHER THAN THOSE SET FORTH IN THIS WARRANTY, AND THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR INFRINGEMENT, EXCEPT AS PERMITTED UNDER APPLICABLE LAW. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, FEENEY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AND ANY AFFILIATED COMPANIES SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE USE OF THE PRODUCT OR FOR ANY OTHER INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOST OR ANTICIPATED REVENUES OR PROFITS, LOSS OF PROPERTY, PERSONAL INJURY, INJURY TO REPUTATION AND/OR LOSS OF CUSTOMERS. FEENEY'S SOLE LIABILITY WITH RESPECT TO DEFECTS, AT FEENEY'S SOLE DISCRETION, IS FOR REPLACEMENT, REPAIR OR REFUND, NOT TO EXCEED THE ORIGINAL COST, OF THE DEFECTIVE PRODUCT. FEENEY SHALL NOT BE RESPONSIBLE FOR ANY OTHER EXPENSES RESULTING FROM A WARRANTY CLAIM, SUCH AS SHIPPING, LABOR OR OTHER COSTS OR EXPENSES TO REMOVE, REPAIR OR INSTALL ANY DEFECTIVE, REPAIRED OR REPLACED PRODUCT. SUBJECT TO THE SAME LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS LIMITED WARRANTY, ANY REPLACEMENT PARTS USED OR PROVIDED BY FEENEY WILL BE WARRANTED FOR THE REMAINDER OF THE WARRANTY PERIOD OR NINETY (90) DAYS, WHICHEVER IS LONGER.**

No person or entity is authorized to make any other warranties, express or implied, relating to the Product, including but not limited to any Feeney employees, contracted sales people or customer service representatives; designers or specifiers; engineers or architects; electricians or installers; and retail or wholesale locations selling the Product. No modification of this Limited Warranty is allowed without Feeney's express written approval.

*EXCLUSIONS:* This Limited Warranty does not cover, and Feeney assumes no responsibility or liability for damages or injury arising from, caused by or related to:

(a) Use, care, maintenance and handling of the Product, including without limitation, use of the Product with any product or system not designed, produced or manufactured by Feeney or otherwise designated by Feeney in writing as being compatible with the Product;

(b) Failure to observe any safety procedures or precautions in the use, care and handling of the Product;

(c) Installation, removal, shipping or other labor costs and expenses of the Product, including without limitation, installation of the Product on, to, or with any products or systems not designed, produced or manufactured by Feeney or otherwise designated in writing by Feeney as being compatible with the Product;

(d) Any Product whose identifying marker, has been altered, tampered with, defaced or removed;

(e) Any Product that has been subject to improper or incorrect maintenance or repair;

(f) Any Product that has been damaged by negligence, accident, mishandling, abuse, faulty installation, or has otherwise been maintained, handled, or operated inconsistent with or in contravention with the procedures described in the installation and maintenance instructions or in violation of the Product specifications or local building codes;

(g) Any Product that has been purchased or acquired from a party other than Feeney or its authorized dealer;

(h) Any Product that has been purchased through an inventory clearance or liquidation sale or other sale in which Feeney expressly disclaims its warranty obligation pertaining to such Product;

(i) The ordinary wear and tear of the Product; or

(j) The condition of the Product caused by or resulting from weathering, scratching, discoloration, tarnishing or performance caused by exposure to corrosive elements or atmospheric contaminants such as salt spray, salt air, chemicals, and pollution; vandalism; surface oxidation; settlement, structural shrinkage, distortions or expansions of the property or structures on property on which the Product is installed, affixed or otherwise placed; fire, flood, acts of God or other causes beyond the control of Feeney. Discoloration of the Product shall not be considered a defect covered by this Limited Warranty.

*Ownership Upon Replacement or Refund of Product:* In the event the Product is exchanged or replaced, the replacement item becomes the property of the purchaser and the replaced Product shall become the property of Feeney upon replacement. In the event Feeney elects to refund the purchase price, such refund shall be made within thirty (30) business days of receipt by Feeney of the returned Product and, upon delivery by Feeney of the refund, the returned Product shall become the property of Feeney.

*Procedure for Submitting Claim and Returning Defective Product:* Upon discovery of any defect in the Product to which this Limited Warranty applies, purchaser shall notify Feeney in writing, at the address set forth below, of such defect, which such writing shall set forth, in detail, the nature and scope of the defect claimed and shall be accompanied by a copy of the original receipt or invoice for the Product. In addition, purchaser shall contact Feeney for specific instructions regarding the return of any Product and shall thereafter deliver such defective Product pursuant to Feeney's instructions, freight prepaid, in either its original packaging or packing providing an equal degree of protection. Feeney reserves the right to inspect the Product for which a claim is being made hereunder upon receipt of the written notice described herein. Unless otherwise provided in writing by Feeney, written notice of any defect under this Limited Warranty shall be addressed to Feeney as follows:

Feeney, Inc.  
2603 Union Street  
Oakland, California 94607

*Returns of Non-Defective Product.* Subject to the terms and conditions contained in this Section, if purchaser is dissatisfied with the Product for any reason (other than a claimed defect), purchaser may return said Product to Feeney within thirty (30) days from the original date of purchase for a full refund, less the restocking fee described below and any costs incurred by Feeney in connection with the return of said Product; provided, however, purchaser shall contact Feeney to obtain instructions as to the address where such Product should be returned. The refund described herein shall be made to purchaser within thirty (30) business days of receipt by Feeney of the returned Product and shall be in the form of a check or credit to the credit card used to purchase said Product, as applicable. Any Product returned pursuant to this Section shall be (a) accompanied by a copy of the original receipt or invoice, along with a written notice setting forth that the return is being made pursuant to this Limited Warranty; (b) in its original condition; and (c) subject to a restocking fee equal to twenty percent (20%) of the original purchase price of the applicable Product. Purchaser shall be responsible for ensuring that the returned Product is packaged in such manner as to prevent breakage or damage and transported in such manner as to be received by Feeney within the applicable period described herein. Feeney shall not be responsible or liable for any (i) damages incurred to the Product during shipment to Feeney, or (ii) expenses resulting from shipping, labor or other costs or expenses to remove, repair or install any non-defective Product. **Except for returns covered by this Limited Warranty, no returns will be accepted and no refunds shall be made for any custom Product sold by Feeney.**

*Reservation of Rights to Product:* Feeney is not responsible for any differences or gradation in color of its Product. New materials or replacement Products may differ in color from previous Products sold or used by purchaser as a result of discoloration, aging, weathering or availability of material. Feeney reserves the right to discontinue or change any design or color of its Product at any time and without written notice to purchaser or liability to Feeney.

*No Transfer:* This Limited Warranty may not be assigned or otherwise transferred, in whole or in part, by purchaser without the prior written consent of Feeney, which consent shall be given in Feeney's sole and absolute discretion.

*Severability:* If any term or provision herein shall to any extent be held invalid or unenforceable, the remaining terms and provisions herein shall be valid and enforced to the fullest extent permitted by law.

*Governing Law.* This Limited Warranty shall be governed by and construed and enforced in accordance with the laws of the State of California without regard to its conflict of law principles.

*Further information regarding warranty and care is available at <http://www.feeneyinc.com/Warranty-and-Care>. Questions or concerns regarding the Product or this Limited Warranty shall be made to Feeney by phone at (800) 888-2418 or by facsimile at (510) 893-9484.*