

# Motto<sup>®</sup> 40 and Motto<sup>®</sup> Pro 40 Limited Guarantee

## Bezinal<sup>®</sup> & Bezinal<sup>®</sup> + UV Resistant Coating

130 YEARS OF HIGH QUALITY AND EXCELLENCE

Bekaert Corporation (“Bekaert”) is internationally known as one of the largest manufacturers of wire and fencing products. With over 130 years of experience, we’ve learned how to do it right, and this is why we stand behind our products with our *Motto<sup>®</sup> 40 and Motto<sup>®</sup> Pro 40 Limited Guarantee*. Bekaert believes in the value of strong partnerships and sustainable customer relationships. Our *better together* tag accurately reflects the way we work together with our customers and government agencies. By following these basic concepts, Bekaert has raised quality and cooperation to the highest level. We strongly believe in our high level of manufacturing quality and excellence. For these reasons we want to offer the *Motto<sup>®</sup> 40 and Motto<sup>®</sup> Pro 40 Limited Guarantee* to you, our customer, on your *original* purchase of *Motto<sup>®</sup> 40 and Motto<sup>®</sup> Pro 40 Bezinal<sup>®</sup> & Bezinal<sup>®</sup> + UV Resistant Coating*, agricultural fencing products that are marked by Bekaert as “Made in the USA”.

### WHAT IS COVERED BY THE MOTTO<sup>®</sup> 40 AND MOTTO<sup>®</sup> PRO 40 LIMITED GUARANTEE

Bekaert guarantees to the *original* purchaser that the Bezinal<sup>®</sup> & Bezinal<sup>®</sup> + UV Resistant Coating of this *Motto<sup>®</sup> 40 and Motto<sup>®</sup> Pro 40* branded agricultural fencing product line marked by Bekaert as “Made in the USA” (the “Product”) purchased from an authorized dealer or authorized distributor after the date of this Limited Guarantee is guaranteed against any of Bekaert’s manufacturing defects for a period of forty (40) years from the US manufactured date, subject to certain exclusions set forth in the sections below including, without limitation, in the “What is Not Covered by the *Motto<sup>®</sup> 40 and Motto<sup>®</sup> Pro 40 Limited Guarantee*” section.

Bekaert will repair or replace, at its option, any Product covered by this Limited Guarantee subject to the exclusions and limitations set forth below.

This Limited Guarantee is provided to and only applies to the consumer who originally purchased the Product from a Bekaert authorized dealer or authorized distributor. THIS LIMITED GUARANTEE IS NOT TRANSFERABLE OR ASSIGNABLE BY THE ORIGINAL PURCHASER.

### WHAT IS NOT COVERED BY THE MOTTO<sup>®</sup> 40 AND MOTTO<sup>®</sup> PRO 40 LIMITED GUARANTEE

To the fullest extent permitted by law, this *Motto<sup>®</sup> 40 and Motto<sup>®</sup> Pro 40 Limited Guarantee* is voided by, and Bekaert does not cover and hereby disclaims all liability for any loss, damage, expense or cost, resulting from any one or more of the following:

- Normal wear and tear of the Product
- Abuse and/or misuse of the Product
- Installation of the Product other than strictly in accordance with Bekaert’s *Motto<sup>®</sup> 40 and Motto<sup>®</sup> Pro 40* guidelines
- Use of the Product for any purpose other than its intended purpose
- Defects that arise from conditions other than those considered to be normal conditions

- Damage by flood, standing water, fire, chemicals, industrial applications, acts of God, severe weather conditions, explosions and fires, corrosive coastal conditions, including without limitation Products installed at locations within 20 miles of the coast
- Damage sustained while the Product is in transit or on the dealer's or distributor's premises
- Any Bekaert branded agricultural fencing product line not manufactured in the USA and marked "Made in the USA"
- Any other defects other than those to Bezinal® & Bezinal® + UV Resistant Coating of the Product, and
- Any other acts, occurrences, defects or damages not caused by Bekaert

## LIMITATIONS

TO THE FULLEST EXTENT PERMITTED BY LAW, THIS LIMITED GUARANTEE IS THE SOLE AND EXCLUSIVE EXPRESS OR CONTRACTUAL WARRANTY PROVIDED BY BEKAERT FOR THE PRODUCT PURCHASED. The following sentence does not apply to residential warranties offered to consumers of the Province of Quebec: TO THE FULLEST EXTENT PERMITTED BY LAW, THIS LIMITED GUARANTEE IS GIVEN IN LIEU OF, AND SUPERSEDES AND REPLACES, ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND/OR AGREEMENTS, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES IMPLIED BY LAW, SUCH AS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

In the event of any defect in, or failure of, the Product under this Limited Guarantee (subject to the exclusions and limitations), Bekaert's sole and exclusive obligation is to repair the Product or provide replacement Product, at Bekaert's sole option, excluding freight, removal, labor, installation and transportation charges; provided that if the same Product is not available, Bekaert may replace the defective Product with a similar product in Bekaert's sole discretion.

The following paragraph does not apply to residential warranties offered to consumers of the Province of Quebec: TO THE FULLEST EXTENT PERMITTED BY LAW, BEKAERT'S TOTAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT PRODUCTS LIABILITY OR COMMISSION OF ANY OTHER TORT, VIOLATION OF ANY STATUTE, REGULATION OR ORDINANCE, OR OTHERWISE, IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT SOLD UNDER THIS LIMITED GUARANTEE AS STATED ON THE ORIGINAL RECEIPT FOR THE PRODUCT.

The following paragraph does not apply to residential warranties offered to consumers of the Province of Quebec: TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BEKAERT BE LIABLE OR RESPONSIBLE FOR ANY OTHER COSTS, ATTORNEY'S FEES, EXPENSES, LOSSES OR DAMAGES (REGARDLESS OF WHETHER THEY ARE DEEMED TO BE DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL) THAT ARE IN ANY WAY RELATED TO THE PRODUCT OR ANY FAILURE OF THE PRODUCT TO PERFORM AS REPRESENTED OR EXPECTED AND WHETHER ARISING IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT PRODUCT LIABILITY, TORT OR OTHERWISE.

Some States and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

In the event Bekaert approves your claim to repair or replace any Product covered by this Limited Guarantee, any such repair or replacement will not extend the duration of this Limited Guarantee coverage.

To the fullest extent permitted by law, oral or written statements by any party other than in this Limited Guarantee should not be relied upon by you, and are not part of this Limited Guarantee. No other person or entity, including the dealer or distributor, has any authority or power to modify or extend this Limited Guarantee.

This Limited Guarantee only applies to the Products purchased and installed in the United States and Canada.

The Motto® 40 and Motto® Pro 40 Limited Guarantee gives you specific legal rights and you may also have other rights which vary from state to state in the United States and from province to province in Canada. To the extent that the Limited Guarantee is inconsistent with local law, this Limited Guarantee shall be deemed modified to be consistent with such local law. Under such local law certain disclaimers and limitations of this Limited Guarantee may not apply to the customer. For example, some states in the United States, as well as some provinces in Canada may: (i) preclude the disclaimers and limitations in the Limited Guarantee from limiting the statutory rights of a consumer; (ii) otherwise restrict the ability of a manufacturer to enforce such disclaimers or limitations; or (iii) grant the customer additional warranty rights, specify the duration of implied warranties which the manufacturer cannot disclaim, or allow limitations on the duration of implied warranties.

THE TERMS IN THE LIMITED GUARANTEE, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY, AND ARE IN ADDITION TO, THE MANDATORY STATUTORY RIGHTS APPLICABLE TO THE SALE OF MOTTO® 40 AND MOTTO® PRO 40 BRANDED AGRICULTURAL FENCING PRODUCTS "MADE IN THE USA".

This Limited Guarantee shall be governed by U.S federal law and the Magnuson-Moss Warranty Act (15 U.S.C §2301(2006) *et seq.*), regardless of the location of customer and place of shipment of the Products.

## HOW TO MAKE A CLAIM

Bekaert reserves the right to verify the eligibility for this Limited Guarantee coverage, and to inspect the affected Product before approving a claim.

To make a claim under the Limited Guarantee, it is required that the following steps be followed:

- (1) all claims of defective Product must be made within 30 days of discovery of such defect;
- (2) all claims must be accompanied with a copy of the original receipt from an authorized dealer or authorized distributor evidencing date of purchase and purchaser name; and
- (3) a copy of the original Product tag indicating it was "Made in the USA", including the manufactured date, must be included with the claim.

For all claims under this Limited Guarantee or questions regarding this Limited Guarantee, please contact:

Bekaert Corporation  
Attn: Agricultural Claims  
1395 South Marietta Parkway  
Building 500, Suite 100  
Marietta, GA 30067  
fencing.bekaert.com  
1 800 241-4126

The parties hereto declare that they have requested that this Limited Guarantee and all ancillary documents be prepared in the English language only. Les parties aux présentes déclarent qu'elles ont demandé que cette entente de garantie et tout document s'y rapportant, soient préparés en anglais seulement.