Warranty

THIS WARRANTY AGREEMENT (this "***Warranty***"), dated _____, is by and between Magnolia Fence & Patio, a Texas limited liability company ("***Magnolia***"), and _____ ("***Client***"), (the "***Parties***", and each a "***Party***"). Capitalized terms that are not otherwise defined herein shall have the definitions assigned to them in the Service Agreement by and between Client and Magnolia which is attached hereto and incorporated by reference to this Extended Warranty.

Contractual Nature. This Warranty is a legal contract. Client, by Client's signature of this document and / or the contract with the link to this full warranty, warrants that Client had the opportunity to read the terms and conditions set forth herein and understand the obligations created on each party herein.

Initial Term. This service agreement has an initial term of ninety (90) days, beginning on the date the Project reaches Substantial Completion (the "Initial Term").

1. Stained Wood Fences:

For any pre-stained or fences that are stained by Magnolia (within 30 days of installation by Magnolia with Wood Defender), Magnolia provides the following warranty:

- **Labor Warranty:** 180 days from the date of completion of the installation.
- **Material Warranty:** 180 days from the date of completion of the installation.
- **Full Manufacturer Warranty**

2. Unstained Wood Fences & Agricultural Fences:

For all unstained wood fences and agricultural fences installed by Magnolia, Magnolia provides the following warranty:

- **Labor Warranty:** 90 days from the date of completion of the installation.
- **Material Warranty:** 90 days from the date of completion of the installation.
- **Full Manufacturer Warranty**

3. Gates:

For all Wood Framed Gates & Vinyl Framed Gates installed by Magnolia, Magnolia provides the following warranty:

- **Labor Warranty:** 90 days from the date of completion of the installation.
- **Material Warranty:** 90 days from the date of completion of the installation.

For all **EZ Brace Framed Gates for Wood Fences** installed by Magnolia, Magnolia provides the following warranty:

- **Labor Warranty**: 180 days from the date of completion of the installation.
- **Material Warranty:** 180 days from the date of installation.

For all **Metal Framed Gates** installed by Magnolia, Magnolia provides the following warranty:

- **Labor Warranty:** 1 year from the date of completion of the installation.
- **Material Warranty:** 1 year from the date of completion of the installation.

For all **Drive Gate Automation** installed by Magnolia, Magnolia provides the following warranty:

- **Labor Warranty:** 1 year from the date of completion of the installation.
- **Material Warranty:** 1 year from the date of completion of the installation.
- **Full Manufacturer Warranty**

4. Extended Term Agreement for Stained Wood Fences with Kickboard Only: Feature or Upgrade Additions further known as the "Extended Warranty" for additional upgrades (Board on Board, Cap and Trim):

If the Customer chooses to add any of the following upgrades to their stained fence with kickboard fence: board on board, cap and trim; Each upgrade will extend the warranty as follows:

- **Additional Material Warranty:** Each upgrade adds an additional 90 days to the labor & material warranty, which runs consecutively with the existing warranty periods mentioned above.

5. Iron, Aluminum, Chain Link, and Vinyl Fences:

For fences made of iron, aluminum, chain link or vinyl installed by Magnolia, Magnolia provides the following warranty:

- **Labor Warranty:** 1 year from the date of completion of the installation.
- **Material Warranty:** 1 year from the date of completion of the installation.

6. Landscape & Landscape Services:

For landscape (plants, trees & sod) and landscape type services (drainage, irrigation & hardscapes) installed by Magnolia, Magnolia provides the following warranty:

- **Labor Warranty:** 90 days from the date of completion of the installation.
- **Material Warranty:** Not applicable (labor-only warranty).
- **Full Manufacturer Warranty**

7. Drainage & Irrigation:

For drainage & irrigation installed by Magnolia, Magnolia provides the following warranty:

- **Labor Warranty:** 1 Year from the date of completion of the installation.
- **Material Warranty:** 90 days from the date of completion of the installation.
- **Full Manufacturer Warranty**

8. Patio & Outdoor Living Services:

For patio & outdoor living services installed by Magnolia, Magnolia provides the following warranty:

- **Labor Warranty:** 1 year from the date of completion of the installation.
- **Material Warranty:** 90 days from the date of completion of the installation.
- **Full Manufacturer Warranty**
- **Note: All masonry and concrete are subject to cracking—this warranty excludes all cracks up to ¼ inch in width in all cases.**

9. Implied Warranties for All Other Services Not Listed:

For all other services not listed installed by Magnolia, Magnolia provides the following warranty:

- **Labor Warranty:** 90 days from the date of completion of the installation.
- **Material Warranty:** Not applicable (labor-only warranty).
- **Full Manufacturer Warranty**

Material Purchase Requirement for Labor Only Warranty:

If a labor-only warranty is in effect for any type of outdoor installation, the Customer must purchase any required replacement materials from Magnolia Fence & Patio at the published purchase price.

Conditions and Exclusions:

- For this service agreement, or any extended service agreements to be valid, your project must be paid in full at the time of completion. If payment terms are not met, you are not eligible for the initial or extended warranty. If a discount is applied to the project at any point, your warranty is subject to change and will be presented in writing.
- The project services provided to the Client must meet or exceed $1,500 to be eligible for a warranty.
- These warranties are valid only for the original Customer and are transferable only once, with 30 days written notice submitted to office@magnoliafenceco.com.
- There is no renewal period for the warranty or extended warranty beyond the time of installation.

- The warranties provided herein cover damage caused by:
  - Acts of nature, including but not limited to storms, earthquakes, floods or other natural disasters.
  - Normal wear and tear within reasonable use.
  - Soil expansion and movement.
  - Reasonable variations in color from staining, sealing, or aging.
  - Craftsmanship that fails to meet or exceed the minimum standards of either the Texas Residential Building Code or the American Fence Association.
- The warranties provided herein do not cover damage caused by:
  - Accidents, misuse, abuse, negligence or vandalism.
  - Modification or alteration of the fence by anyone other than the Company.
  - Reasonable imperfections or damage—natural products may have variations in color and appearance.
  - Cracks in masonry smaller than ¼ inch and or settling cracks that would be considered "reasonable"
- The warranties provided herein shall be void if the Customer fails to provide notice of a warranty claim within 7 days (1 week) of the incident or if the Customer fails to properly maintain the fence as recommended by the Company.

Procedure for Warranty Claims:

Upon the discovery of a defect or damage to the Project that is covered by this Warranty and not otherwise excluded by the Service Contract or any other Manufacturer warranty, Client shall notify Magnolia immediately of such defect or damage.

Client is required to inform Magnolia by submitting a notice through Magnolia's online portal at https://magnoliafenceandpatio.com/warranty-claim-request/ using code "2024". Upon receipt of such a service request, a representative of Magnolia will reach out to Client to confirm whether or not the request for repair or replacement is covered by the warranties outlined herein, and will schedule a repair or replacement date.

If after review and receipt of Client's service request, Magnolia determines that the work is covered under this Warranty (referred to as a "***Warranted Repair***"), Magnolia will work diligently to make the Warranted Repair as soon as reasonably possible. Client understands and agrees that in some non-emergency circumstances, it may be practical for Magnolia to delay the Warranted Repair until favorable weather conditions occur. If the Warranted Repair is delayed to a time that falls outside the Initial Period or any applicable Renewal Period, the Warranted Repair will still be covered under this Extended Warranty, provided that the original warranty claim was made by Client during the Initial Period or any applicable Renewal Period.

Limitation of Liability:

The liability of the Company under these warranties shall be limited to the repair or replacement of defective materials or workmanship as provided herein. The Company shall not be liable for any incidental, consequential, or indirect damage arising out of the use or inability to use the fence, even if the Company has been advised of the possibility of such damages.

Client understands and agrees that all decisions related to the method, materials, strategy, execution, delivery and performance of the Warranted Repair lie within the sound discretion of Magnolia. Nothing in this agreement gives Client the right to dictate the manner in which Magnolia makes or performs the Warranted Repair.

1. IN NO CIRCUMSTANCE SHALL MAGNOLIA'S TOTAL LIABILITY RELATING TO ANY AND ALL CLAIMS, LOSSES, DAMAGES (INCLUDING, WITHOUT LIMITATION, PUNITIVE DAMAGES), CAUSES OF ACTION, FINES, PENALTIES, ENFORCEMENT PROCEEDINGS, SUITS, AND LIABILITIES OF EVERY NATURE OR CHARACTER (INCLUDING INTEREST AND ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES), WHETHER OR NOT ARISING IN TORT, CONTRACT, STRICT LIABILITY THAT ARISE OUT OF THIS EXTENDED WARRANTY, EXCEED THE CONTRACT PRICE AS DEFINED IN THE SERVICE AGREEMENT BY AND BETWEEN CLIENT AND MAGNOLIA. IN THE EVENT THAT THERE IS AN INSURANCE CLAIM OR INSURANCE CLAIM REQUIRED, MAGNOLIA TAKES NO FINANCIAL RESPONSIBILITY FOR THE REPAIR AND WILL BILL AT THE CURRENT RATE.

Miscellaneous:

This warranty constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral. Any modification or amendment to this warranty must be in writing and signed by both parties.

Signature of Company Representative: _____
Date: _____

By signing above, the Company acknowledges that it has read, understood, and agrees to the terms and conditions of this warranty.

Customer's Signature: _____
Date: _____

By signing above, the Customer acknowledges that they have received a copy of this warranty and agree to its terms and conditions.

This warranty is effective as of the date of completion of the fence installation.