



10641 Highway 36
Covington, GA
30014

www.sunbeltbuilders.com

t 770.786.3031
f 770.786.3046

FACTORY SHOALS PARK

First Fence of Georgia
1779 Big Shanty Road, NW
Kennesaw, GA 30144
ph: 770-422-9996
John Querry
jquerry@1stfence.com

32-3113 Gate & Fence – Warranties

IMPORTANT: This is your warranty certificate. Attach your invoice and proof of warranty.

PROWOOD® LIMITED WARRANTY

Original consumer purchasers or “first owners” of specific ProWood® products are eligible for this LIMITED WARRANTY. Subject to all of the terms and conditions of this warranty, ProWood, LLC (“Warrantor”) will, in Warrantor’s sole discretion, replace (product only) or refund the original purchase price of ProWood® products used in, or in conjunction with, residential or agricultural applications that structurally fail in service due to rot, fungal decay, or termite attack during the warranty term.

“FIRST-OWNER” COVERAGE

To qualify for this warranty, you must be the owner-of-record of the property at the time ProWood® products were installed, or if the ProWood® products were installed by a builder-contractor-owner, “first owner” means the owner-of-record first acquiring the property from the builder-contractor-owner. The ProWood® Warranty is not transferable from the first-owner to subsequent owners of the property.

TO IDENTIFY A PROWOOD® PRODUCT, LOOK FOR THE END TAG

It’s easy to identify warranted ProWood® products. Simply look for the end tag on each piece of ProWood® product and examine both sides. Most ProWood® products carry a 1-year limited warranty, unless a longer limited warranty period is clearly stated on the end-tag. The warranty duration will depend on the product and will be tagged accordingly. Further details listed below in the “Terms of Warranty.” Make sure you receive and retain all ProWood® product end tags, as well as the original purchase receipt(s) from your lumber dealer or contractor/builder.

In the event of a claim, it will be necessary to present this documentation for all materials claimed.

WHAT THE WARRANTY COVERS

This limited warranty covers only ProWood® products from the date of purchase by the first-owner against “structural failure” caused by fungal decay or termites. For purposes of this warranty, “structural failure” is defined as the inability of a given member to perform its intended function due to rot, fungal decay, or termite attack. The terms “rot” and “fungal decay,” as used in this warranty, mean attack by wood destroying fungi that disintegrate the wood cell walls, but exclude surface mold, mildew, and/or fungi associated with the “weathering” of wood. “Weathering” of wood is not decay, fungal decay, or rot of any type or definition. The obligation of Warrantor under the terms of this warranty, in Warrantor’s sole discretion, is limited to replacement or refund up to the original purchase price of ProWood® products.

DEFINITIONS

Ground Contact - Pressure treated wood products are deemed to be used in “Ground Contact” use when used in contact with soil, placed on/over soil using a synthetic barrier or plastic material, or exposed to conditions that could simulate a ground contact exposure, or when used in any other application for which the manufacturer, applicable warranty, or applicable building codes require the use of Ground Contact Products.

Above Ground - Pressure treated wood products are deemed to be in “Above Ground” use when used in an application for which the manufacturer, applicable warranty, and applicable building codes do not require or recommend Ground Contact Products and the application falls outside of the definition of Ground Contact Use.

Ground Contact Products - ProWood® products with an end tag that states “ground contact – general use.”

Above Ground Products - ProWood® products with an end tag that states “above ground use” or “interior use.”

Ground Contact – Critical Use Products - ProWood® products with an end tag that states “ground contact-critical use.”

TERMS OF WARRANTY

Warrantor offers different Limited Warranties depending on the product as listed on the product end tag:

1-Year Limited - Warranty offers a one-year Limited Warranty against structural failure due to rot, fungal decay, or termite damage, as defined here-in, for products with 1-Year Limited Warranty listed on the end tag.

10-Year Limited - Warranty offers a ten-year Limited Warranty against structural failure due to rot, fungal decay, or termite damage, as defined here-in, for products with 10-Year Limited Warranty listed on the end tag.

20-Year Limited - Warranty offers a 20-year Limited Warranty against structural failure due to rot, fungal decay, or termite damage, as defined here-in, for products with 20-Year Limited Warranty listed on the end tag.

Lifetime - Warrantor offers a Lifetime Limited Warranty against rot, fungal decay, and termite damage, as defined herein, for products with Lifetime Limited Warranty listed on the end tag.

ABOVE GROUND WARRANTY EXCLUSIONS

This Warranty shall not apply to, and Warrantor hereby expressly disclaims any warranty coverage for Above Ground Products used in Ground Contact applications. Further, Warrantor hereby expressly disclaims any warranty coverage for use of Above Ground Products in any of the following applications for which Ground Contact Products are required:

- Applications which are critical to the performance and safety of the structure and are difficult to maintain, repair, or replace such as joists and beams for decks and fresh water docks;
- With the exclusion of fence pickets, applications which are within six inches of the ground (final grade after landscaping) and supported on permeable building materials such as treated wood or concrete;
- Applications which are wetted on a frequent or recurrent basis, such as a floating dock, an application in contact with a water system or construction that does not allow for water drainage, or any other application or situation where moisture is trapped against the Above Ground Product;
- Applications which are constructed so as not to allow air to circulate underneath the construction and between/around the Above Ground Products;
- Applications which are used in tropical climates;
- Applications where Above Ground Products are used in the construction of greenhouses;
- Applications where there is a reasonable expectation that soil, vegetation, leaf litter, or other debris may build up and remain in contact with the product.

Important: Check with your state’s adopted building code and your local building code authorities to determine if the treated wood product you purchase for your specific application (or location) should be manufactured for “Ground Contact – General Use” or “Ground Contact – Critical Structural.”

IMPORTANT: This is your warranty certificate. Attach your invoice and proof of warranty.

GENERAL WARRANTY EXCLUSIONS

Warrantor is not responsible for any damage to products used in commercial or industrial structures, wood foundations systems, retaining walls, wood exposed to salt water, or for damage from any cause other than rot, fungal decay, or termite damage. This warranty does not cover building poles or building timbers in structural applications, commercial vineyard stakes or any products that have been milled after treatment.

Warrantor is not responsible for any damage to products that are not installed in accordance with all applicable building codes and generally accepted construction practices.

Warrantor is not responsible for any application of products other than those specified under the appropriate usage as noted on the end tag attached to the piece.

Warrantor is not responsible for projects or structures containing products that have been used in improper end use applications.

Warrantor is not responsible for projects or structures where any products treated for above ground use were used in ground contact use applications. The appropriate usage is noted on the end tag attached to the piece.

Warrantor is not responsible for projects or structures containing ProWood products where some or all of the products have been used in contact with untreated or treated material that has been used in an improper end use application. Example: When above ground treated material has been misused in a ground contact application, this can adversely affect the performance of the entire project, and this situation would expose properly treated material to an exposure condition that would simulate ground contact conditions.

Warrantor is not responsible for projects or structures containing ProWood products where some or all of the products have been used in contact with non-durable wood or any older construction with evidence of decay;

Warrantor is not responsible for damage to products where the end-cut or trimmed portion of the treated product has been used on contact with the ground.

Warrantor is not responsible for damage to ProWood® products where the wood has been sawn lengthwise or surfaced. Stair stringers cut from ProWood® products will be allowed only if the following conditions are met (1) ground contact – general use or ground contact – critical structure ProWood® products are used, and (2) an appropriate endcoat wood preservative is applied according to the manufacturer's directions. Pre-cut ProWood® stair stringers should be used whenever possible.

Warrantor is not responsible for damage to ProWood® products caused by the "weathering" of wood, including but not limited to raised grain, splitting, checking, twisting, warping, shrinkage, swelling, or any other physical property of the wood.

Warrantor is not responsible for any costs associated with removal of damaged wood product or delivery or installation of replacement ProWood® products.

Warrantor is not responsible for any incidental or consequential damages claimed to be a result of damaged or undamaged ProWood® products. Warrantor is not responsible for corrosion of fasteners, hardware, or any other material, or any damage resulting from such an occurrence, including metal materials uses, in conjunction with, or to wrap or encapsulate a ProWood® product.

Warrantor is not responsible for delamination of plywood or other laminated wood products.

For the warranty to be valid, a brush-on endcoat wood preservative is required at the time of construction on all saw cuts and drill holes for

Douglas-fir and Hem-Fir treated wood products. Recommended endcoat wood preservatives include copper naphthenate, oxine copper, or zinc naphthenate products. Important: follow the manufacturer's directions for proper application.

HOW TO MAKE CLAIMS

To make a claim under the terms of this warranty, send a photograph and description of the damage along with the ProWood® product purchase receipt(s) from your lumber dealer or contractor/builders. In addition, Warrantor requires an itemized list of the damage to all ProWood® products and an end tag from each piece of damaged treated wood. Send this information to:

ProWood, LLC
Attn: Warranty Information
2801 East Beltline Ave. NE
Grand Rapids, MI 49525

Warrantor will, within sixty (60) days from the date of notice of your claim, and upon receipt of the proper documentation, make arrangements to exchange the damaged wood products for the new ProWood® products. Warrantor reserves the right to have a representative inspect all wood that is claimed to be damaged prior to its removal.

NOTE: THE ONLY OBLIGATION OF WARRANTOR UNDER THE TERMS OF THIS WARRANTY IS LIMITED TO REPLACEMENT OF DAMAGED LUMBER OR THE MONETARY EQUIVALENT OF THE FAILED PROWOOD® PRODUCT UP TO THE ORIGINAL PURCHASE PRICE AT THE SOLE DISCRETION OF WARRANTOR.

WARRANTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. IN NO EVENT SHALL WARRANTOR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES. NOTHING IN THIS WARRANTY SHALL AFFECT THE DURATION OF IMPLIED WARRANTIES BEYOND THEIR CUSTOMARY DURATION, OR CREATE ADDITIONAL IMPLIED WARRANTIES.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so these limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

This warranty is valid only in the continental United States, Alaska, Hawaii, and Puerto Rico.

COMPLETE GALVANIZED CHAIN LINK FENCE

15 YEAR LIMITED WARRANTY

GAW/GBW FABRIC • FRAMEWORK • FITTINGS

Subject to the limitations set forth below, Merchants Metals LLC ("Merchants") warrants to the original end-user ("you") and not to any other purchaser or subsequent owner, that its Galvanized Chain Link Fence Fabric, Framework and Fittings (the "Product") as defined below, are free from defects in material and workmanship and, under normal or proper usage, will not fail due to rust or corrosion for a period of fifteen (15) years from the date of your original purchase.

Fence fabric must be Galvanized After Weaving (GAW) or Galvanized Before Weaving (GBW) and a minimum of 11½ gauge. Tubing and other structural framework products must be 18 gauge (.047' wall) or heavier. The fittings and other accessories pertaining to the complete fence installation must be fabricated and/or supplied by Merchants.

This warranty does not apply in marine/salty/coastal or harsh industrial environments. This warranty only applies to defects resulting from normal use. Any of the following events or conditions will void this warranty: faulty installation; damage during transportation; alteration of the product of any kind, including but not limited to affixing any other materials to the product; damage from high winds, accident, abuse, fire, or flood; damage caused by landscaping equipment, harsh or abrasive chemicals or exposure to salt or any other substance that has or includes a high mineral content, or plant growth; or acts of God. Merchants reserves the right to inspect the Product to determine validity of any claim under this warranty, including but not limited to the submittal of photos that clearly show and document the area(s) of failure. Merchants may require all or part of the Product to be returned for testing.

UNDER THIS WARRANTY MERCHANTS' OBLIGATION IS LIMITED TO ONE OF THE FOLLOWING (AT MERCHANTS' OPTION), IN EACH CASE ON A PRORATED BASIS ONLY: REPAIR; OR REPLACEMENT OF DEFECTIVE MATERIAL. Reimbursements for the cost of removal and/or installation are not included and Merchants will not provide such service. If the Product is replaced, the Product carries no further expressed or implied warranty. If the Product appears to have a defect in material or workmanship, you must advise the contractor from whom the material was purchased, in writing and with a copy to Merchants at the address provided below. In order for you to perfect your rights under this warranty, you should return a signed copy of this form to Merchants within thirty (30) days of the purchase. Return of the warranty form is not a condition to warranty coverage, provided you can adequately prove that the Product installed was purchased from Merchants.

MERCHANTS IS NOT RESPONSIBLE FOR INJURY, PROPERTY DAMAGE OR OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE PRODUCT, NOTWITHSTANDING THE FACT THAT SAID INJURY, PROPERTY DAMAGE OR OTHER DAMAGES AROSE DIRECTLY OR INDIRECTLY FROM AN ACTUAL OR ALLEGED DEFECT IN MATERIAL AND/OR WORKMANSHIP.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

The above constitutes the complete warranty by Merchants and may not be modified, amended or supplemented. No other agreement relating to this warranty, written or implied, is valid. Merchants does not authorize any other person or agent to make any other express warranties. Merchants neither assumes nor authorizes any other person or agent to assume any other liability in connection with the product.

Home/Property Owner Name: _____ Phone: _____

Installation Address: _____ City: _____ State: _____ Zip: _____

Date of Purchase: _____ Fence Height: _____ Lineal Footage: _____ Fence Color: _____

Fence Contractor Name: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Signature of Fence Contractor or Home/Property Owner: _____ Date: _____



Merchants Metals®
the first name in fence solutions

4901 Langley Rd.
Houston, TX 77093
www.MerchantsMetals.com

Version 05/17



Maximum Controls LLC Warranty and Return Policy

**MAX 2200 PRO, MAX 1700FS PRO, MAX 1500 PRO,
MAX 1200FS PRO, MAX F18 PRO, MXG 1800 FS, MXG 2300**

Section I Coverage

- a. 5 years on components.
- b. 1 year on batteries.
- c. 1 year on idler sprockets.
- d. Warranty period begins from date of manufacture at Maximum Controls LLC factory in California. Date of manufacture is the first 8 digits of the serial number affixed to the machine. (If receipt with the purchase date from the distributor is provided and machine's serial number, we will validate the warranty starting from the distributor's purchase date.)

Section II Not Covered

- a. Damages due to vehicular strike.
- b. Damages due to water or liquid.
- c. Damages due to fire.
- d. Damages due to lightning.
- e. Damages due to extreme high wind.
- f. Damages due to vandalism.
- g. Damages due to negligence, i.e. leaving the cover off in the rain, improper wiring of AC or peripheral systems.
- h. Damages due to product misuse, i.e. gate and operator combination mismatch, i.e. heavy gate paired with low capacity gate operator.
- i. Damages due to unauthorized product modification or attempted repair.

Section III RMA Outbound Shipping Policy

- a. Maximum Controls LLC will pay for advance replacement shipping via standard ground UPS or USPS FOB CA on all RMAs, one way, to any destination in the USA, for the duration of the warranty.
- b. Any form of "Expedited Shipping" on any RMA will be paid by Distributor.

Section IV RMA Returns

- a. RMA's will only be issued on site to the tech. The tech must call 949.699.0220 and speak with Maximum Controls' tech support to obtain an RMA in text form that will contain RMA

number, serial number, part(s) needed, and remarks. The tech will then forward this entire text to the Distributor for processing.

- b. The Distributor will then fill out Maximum Controls' RMA form (located on max.us.com under Downloads) and email the form to maxsales.us@gmail.com.
- c. Upon receipt of the RMA form at the Maximum Controls Factory an advanced replacement will be shipped to the Distributor or drop shipped to the Customer of the Distributor. The Distributor picks the destination.
- d. The Distributor has 30 days from the issue date of the RMA to return the damaged part to the Maximum Controls Factory.
- e. If the damaged part is not returned within 30 days, the Distributor will be charged for the RMA.
- f. If the Customer of a Distributor disagrees with Maximum Controls LLC on which part should be advanced, i.e. the Customer demands a board and tech support disagrees with the Customers' diagnosis, tech support will issue an RMA number that will contain the letter code NA. If a motor, board, power supply, or gearbox RMA with the NA letter code is found to be in working order, nothing wrong, a \$100 fee will be charged to the Distributor.
- g. If a returned RMA parts' damage is found to be non warranty, the Distributor has 45 days to pay for the non warranty part for which they have been invoiced.
- h. If a returned RMA part is found to be in warranty, Maximum Controls LLC will issue a Credit Memo to the Distributor within 60 days from the issue date of the RMA.

Section V Product Returns

- a. Products must be in original, resalable condition with all warranty information, manuals, and original packaging.
- b. A re-stock fee of 10% will be charged on all returned products.
- c. All returned products must reference a Maximum Controls RMA number or it will be refused.
- d. Maximum Controls LLC is not responsible for freight charges associated with returned merchandise.

No Maximum Controls LLC distributor, agent or employee is authorized to make any modification or extension to this warranty.

NOTE: Products purchased online from unauthorized distributors will not be covered by our warranty.



1779 Big Shanty Drive
PHONE (770) 422-9996
KENNESAW, GEORGIA 30144

Project:
Newton County Factory Shoals Park
450 Newton Factory Bridge Road
Covington, Ga. 30014

SUBCONTRACTOR WARRANTY

First Fence of Georgia, Inc., hereby warrants the construction of a new facility known as Newton County Factory Shoals Park located at 450 Newton Factory Bridge Road against defective workmanship and materials, latent or otherwise, for a period of one year from the date of Substantial Completion of the construction of the improvements and secures the Certificate of Occupancy (the "Warranty Period").

Commences On:

August 24th, 2026

Expires On:

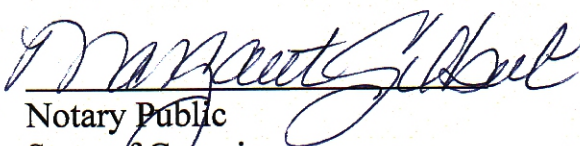
August 24th, 2027

The Warranty (1) does not relate to or apply to any design defects, (2) does not apply to items affected by normal wear and tear or weather conditions as is normal and customary in the area where the Improvements are located, and (3) is subject to Owner's obligation to maintain the Improvements.

BY: 

Title: V.P. of Commercial Sales

Sworn to and subscribed before me this 4th day of August, 2026


Notary Public
State of Georgia
My Commission Expires: 5/2/2027

