



LIMITED LIFETIME WARRANTY

Warranty:

National Vinyl Products, LLC (NVP) warrants that products are free from defects in material and manufacturing workmanship. When installed properly, and under normal and proper use, NVP products will not peel, rot, blister, rust, flake, corrode or be consumed by insects, incur abnormal discoloration or abnormal weathering. If any such defect or degradation occurs as a result of material or manufacturing workmanship, NVP will replace the defective material. NVP shall be the sole judge in determining whether the problem is due to a defect in manufacturing.

The lifetime coverage of this warranty only covers NVP products used on freestanding, detached residential property where the owner resides, during the owner's lifetime. The lifetime coverage may be transferred upon the terms and conditions described below. The warranty period for products installed on property that is not freestanding, detached residential property where the owner resides, including but not limited to schools, condominiums, apartment buildings and rental property – or on property owned by other owners including but not limited to corporations, government agencies, partnerships, trusts, religious organizations and cooperatives will be thirty (30) years following the installation of the products and is limited to the original owner (non-transferable).

This warranty remains in effect for the lifetime of the original purchaser, until the sale of the real property where the product is installed, or until the death of the original purchaser, whichever occurs first. However, this warranty is transferable by the original purchaser/real property owner where NVP products were installed, to any subsequent owner(s) of such real property, provided that (1) NVP receives a written request for transfer within thirty (30) days of real property title transfer, (2) each legal owner of the real property retains the original or a certified copy of the original bill of sale for the product purchase and (3) a \$100 transfer fee has been made payable to NVP. Failure to comply with these requirements for transfer will relieve NVP of any further liability or obligation under this warranty. Upon transfer to the first subsequent owner, this warranty converts to a 30-year limited warranty, with a starting date concurrent with the original purchase date.

Limitations:

This warranty specifically excludes any defect or degradation of products caused by settlement, soil movement; failure of any structure upon which product is installed; gates; gate adjustments; hardware (to include damage to the fence caused by the improper use, design or installation of gate hardware); fasteners; misuse; impact of foreign objects (including large animals and horses); painted; varnished or coated products; intentional or negligent acts of damage; fire, wind, flood, hail, lightning or other acts of God; improper installation, improper care or failure to provide reasonable and necessary repair of the product; normal and expected weathering of the surface of the product. Application of any and all limitations will be at the sole discretion of NVP. All products exposed to the elements for a sustained period, will experience gradual

and uniform appearance changes, such as chalking, fading or accumulation of dirt and stains. The degree of weathering depends on the intensity, duration and orientation of exposure to UV rays, as well as elements such as air pollution, hard water and fertilizers. NVP warrants that our product will weather in a 'uniform' and 'consistent' manner in accordance with the ASTM Specification F964. These changes are only considered *defect* if variances manifest differently from one portion of the fence, to another which has uniformly had the same time exposure to the elements. Color variances will also be manifest if a portion of the fence is replaced with new pieces or sections - when compared to pieces or sections which remain and have had longer exposure to the elements. It is also stipulated that the NVP *Premium*, *Premier*, and *Prestige* products – by their very nature of being random in pattern – may not match from one production lot to another. It is solely at the discretion of NVP to determine the validity of warranty claims pertaining to color tone and pattern for all *Premium*, *Premier*, and *Prestige* Products.

This warranty also excludes warping or distortion due to exposure to excessive heat sources (barbecue grills, space heaters etc.), or exposure to exceptional conditions of intense heat from reflective surfaces.

Claims:

Beyond NVP's liability as described in this warranty, NVP is not liable or responsible for labor expense or other expenses pertaining to the removal, disposal, replacement or installation of either the original or replacement products. Any cost or expense beyond NVP's liability shall be the owner's sole responsibility. A reasonable time should be allowed to NVP for inspection of claimed material. NVP reserves the right to require disputed material be sent to NVP's facility at the owners' expense for testing and inspection.

NVP reserves the right to discontinue or modify its products without notice. NVP shall not be held liable for changes to its products nor for differences in color or gloss of replacement material in comparison to the original product (according to the standards for weathering per this written warranty statement). In the event that a claim is made for a discontinued or modified product, NVP will, at its option, supply vinyl fence product of equivalent quality and value as the original.

THIS WARRANTY REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF NVP RELATIVE TO ITS PRODUCTS. NVP makes no express warranties except as herein written, and shall not be liable for any incidental, special or consequential damages with respect to its products covered by this warranty, the extent of its liability and the owner's exclusive remedy being limited to replacement material as set forth herein. Some states may not allow limitations on or exclusion of incidental or consequential damages, so the above exclusions may not apply.

Area below must be completed & faxed or mailed to NVP within 10 days of installation (fax number & address are listed below):

Date of Installation: _____ / _____ / _____. Style of Fence: _____ Color: _____

Name of Property owner: _____

Address of Installation: _____ City: _____ State: _____

Name of Installation Company: _____ Phone: _____

Installation Company Representative (Print): _____ Date: _____

Signature of Installation Company Representative: _____ Date: _____

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