

## LIMITED LIFETIME 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 during the owner's lifetime while residing at and owning such property. The 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 the lesser of thirty (30) years following the installation of the products, or the period ending when the property is sold, and is therefore 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 one subsequent owner 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 a transfer meeting the requirements described in this paragraph to the first subsequent owner, term of this warranty shall convert to a 30-year limited warranty, with the starting date concurrent with the original purchase date.

### Limitations:

This warranty specifically excludes any defect or degradation of, or damage to, products caused by any one or more of the following: settlement, soil movement, failure of any structure upon which product is installed, gates, gate adjustments, hardware (including damage to the product caused by the improper use, design or installation of gate hardware), fasteners, misuse, impact of foreign objects (including large animals and horses), painting, varnishing or coating the products, intentional or negligent acts of damage, fire, wind, flood, hail, lightning or other acts of God, excessive environmental conditions, unreasonable use, neglect, alterations, improper installation, improper care or failure to provide reasonable and necessary upkeep, maintenance or repair of the product, normal and expected weathering of the surface of the product. The applicability of any of the foregoing limitations will be determined in the sole discretion of NVP. The purchaser acknowledges that all NVP products exposed to the elements for a sustained period will experience gradual and generally uniform changes in appearance, 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 generally 'uniform' and 'consistent' manner in accordance with the ASTM Specification F964.

Such weathering is not a defect and is not covered by this warranty. These changes are only considered to be a 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. Mixing NVP products with other fence manufacturer's vinyl fence products will null and void this warranty.

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

### Claims:

Any claim under this warranty must be made in writing during the applicable warranty period and delivered to NVP, with such claim reasonably describing the claimed defect and including such supporting information as is necessary for NVP to assess the claim. NVP will be allowed a reasonable period for inspection of any product that is the subject of a claim hereunder. NVP reserves the right to require disputed material to be sent to NVP's facility at the purchaser's expense for testing and inspection.

NVP's responsibility under this warranty is expressly limited to the terms set forth herein. NVP will not be liable for labor expense, sales tax, delivery charges 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 as described herein shall be the purchaser's sole responsibility.

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 EXPRESSLY DISCLAIMS AND LIMITS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT ALLOWED BY STATE LAW. NVP'S LIABILITY UNDER THIS WARRANTY AND IN ANY MATTER RELATING TO ANY NVP PRODUCT SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID BY PURCHASER FOR SUCH PRODUCT, AND NVP IN EXTINGUISHING ITS LIABILITY SHALL HAVE THE OPTION, IN ITS SOLE DISCRETION, TO REFUND PURCHASER THE AMOUNT PAID FOR SUCH PRODUCT OR TO PROVIDE PURCHASER WITH REPLACEMENT PRODUCT AS DESCRIBED HEREIN.

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.

*Manufacturing your vinyl fence  
materials since 2004!*

[www.NVPfence.com](http://www.NVPfence.com)

**NVP**  
**NATIONAL VINYL**  
**PRODUCTS**