

## **LIMITED LIFETIME WARRANTY**

Vynylast, Inc. warrants its ADA Secondary Vinyl Railing System subject to the conditions and limitations listed herein, to be free from defective workmanship and materials, and when subject to normal and proper use, it is further warranted against surface peeling, rot, ground insects, splitting, corrosion, flaking, rusting and blistering, abnormal weathering or abnormal discoloration under conditions of normal use and service. Vynylast, Inc. warrants only those products manufactured by it and the warranty extends only to the original purchaser. The lifetime coverage of this warranty is designed to cover individual homeowners only. In the instance of Vynylast railing is purchased by or installed upon the property owned by, for example, corporations, government agencies, partnerships, trusts, religious organizations, schools, condos or coop housing arrangements, or installed on apartment building or any other type of building or premises not used by individual homeowners at their residences, the warranty period will be **(5)** five years following the installation of the vinyl product.

### **Exclusions:**

Vynylast, Inc. shall not be liable for and this warranty does not apply to any failure, defect or damage resulting from or connected with the following:

- A.** defects not caused by Vynylast (for example, but not limited to: accidents, misuse, improper applications or installations contrary to industry or Vynylast standards)
- B.** railing that has been painted or had its surface treated with other than approved chemicals
- C.** railing subject to impact of foreign objects, tornado, hurricane, other violent storms, fire, air pollutants, normal weathering of surfaces, abnormal discolorations due to improper maintenance, discontinuation of products including colors or acts of God.
- D.** hardware, gate, or accessory items; installation of these products or defects caused by their installation.
- E.** Limited Lifetime Warranty will not be applicable for products that are covered under a separate warranty.

### **Warning:**

Vynylast, Inc. and its employees are not qualified to approve, recommend or advise as to the suitability of this product for all possible end use applications. Your local code authority or fire marshal's office should be consulted as to its safety for its intended uses. Like other railing materials, Vynylast's rail cannot be expected to contain a horse or other large animal that wants to break the fence enclosing it, and therefore makes no representation about and does not warrant against such an occurrence.

### **Claims and Remedies:**

A claim under this warranty must be reported in writing with proof of purchase, to Vynylast, Inc., 1830 Swarthmore Ave., Lakewood, NJ 08701 within thirty (30) days of the date that the defect is first discovered or reasonably could be discovered. A reasonable time should be allowed for inspection purposes, or at Vynylast's option, freight to our premises to be prepaid by the purchaser for examination of the alleged defective product. Vynylast shall be the sole judge of whether or not the railing is defective and whether the defect is due to manufacturing defects. If, after its inspection Vynylast determines the claim is in accordance with the terms of this Limited Warranty, then Vynylast agrees at its option to replace the section or part of the product, or refund the prevailing cost of this railing in your geographical area at the time of replacement or the original pro-rated purchase price, whichever shall be less. This warranty does not cover the cost of installation of any defective products or the cost of installation of any replacement product furnished under the terms of the warranty. The foregoing express warranty excludes all other warranties, express or implied, including any warranty of fitness for a particular purpose, or of merchantability. No incidental or consequential damage will be paid. No statement, remark, agreement, representation, promise or understanding, oral or written, made by Vynylast, Inc. or any agent thereof, with is not contained or authorized herein, will be recognized by Vynylast, Inc. for consumer purchase implied warranties or merchantability and fitness for a particular purpose are not excluded. Some states may not allow limitations of incidental or consequential damages or limitations on how long an implied warranty last; so many limitations may not apply to you. This warranty gives specific rights and there may also be other legal rights, which vary from state to state. By acceptance and use of this product, purchaser agrees, that Vynylast, Inc. liability and the purchaser's exclusive remedy for breach of any warranty shall be limited in all events to replacement of any section or part of this product which shall be returned to Vynylast, Inc. and which is found to be defective.