

## **Durables® by USAVinyl, LLC Limited Non-Prorated Warranty**

USAVinyl, LLC proudly warrants that its Durables® Vinyl Fencing, Vinyl Railing and Vinyl Outdoor Products are free from defects in material and manufacturing workmanship. Depending on the owner classification, USAVinyl's Vinyl Fencing, Vinyl Railing and Vinyl Outdoor Products will not chip, rot, crack, flake, or experience excessive discoloration under normal atmospheric and weather conditions for the warranty period. Products which experience color change due to normal weathering are excluded from this warranty (including non-uniform fading and color changes resulting from unequal exposure to the sun and elements). For the color Khaki, Tan, Gray, Cedar, and Coastal Gray, abnormal discoloration is defined as a change in color greater than eight (8) Hunter units of Delta E. This Warranty is only for products manufactured by USAVinyl, LLC. All products and all accessories not manufactured by USAVinyl, LLC (including, but not limited to Nationwide Industries, Mayne, Eden, LMT, Classy Caps, Waymark, and all lighted post caps) have their own warranties by their respective manufacturers.

### **Protection Coverage:**

*Individual Residential Homeowners* – Freestanding, detached residential properties in which the owner lives.

- Vinyl Fencing and Vinyl Railing – (all colors besides woodgrain colors – includes white, tan, khaki, and gray) Limited Lifetime Material Warranty for all vinyl extrusions.
- Outdoor Products - Limited Lifetime Material Warranty for all vinyl extrusions manufactured by USAVinyl, LLC (all colors besides woodgrain colors – includes white, tan, khaki, and gray).
- Woodgrain Colors for Vinyl Fencing and Vinyl Railing – 25 Year Limited Material warranty for woodgrain vinyl extrusions (Coastal Gray and Cedar).
- Hardware and connectors manufactured by USAVinyl, LLC (includes post mounts, bracket connectors, fasteners, metal supports, and all others) are warranted for 5 years following the purchase. Powder coated finishes and treated wood are not warranted.

*Other Owners* - Materials purchased or installed upon property owned by - corporations, government agencies, non-profit entities, partnerships, trusts, cooperatives, schools, rental properties, condominiums or any housing complex, apartments, or any type of premises not used by individual residential homeowners.

- Vinyl Fencing and Vinyl Railing – (all colors besides woodgrain colors – includes white, tan, khaki, and gray) 20 Year Limited Material Warranty for all vinyl extrusions.
- Outdoor Products – 20 Year Limited Material Warranty for all vinyl extrusions manufactured by USAVinyl, LLC (all colors besides woodgrain colors – includes: white, tan, khaki, and gray).
- Woodgrain Colors for Vinyl Fencing and Vinyl Railing – 10 Year Limited Material warranty for woodgrain vinyl extrusions (Coastal Gray and Cedar).
- Hardware and connectors manufactured by USAVinyl, LLC (includes post mounts, bracket connectors, fasteners, metal supports, and all others) are warranted for 2 years following the purchase. Powder coated finishes and treated wood are not warranted.

### **Remedy:**

*Individual Residential Homeowners* - as defined under the Protection Coverage section above, USAVinyl, LLC at its sole discretion, will repair or replace said defective part(s). All such owners must pay all related labor costs of repair or replacement, including removal, installation and/or reinstallation costs. USAVinyl, LLC reserves the right to refund the purchase price to the consumer, and in the event that USAVinyl, LLC elects to do so, such refund shall be the purchaser's sole and exclusive remedy.

*Other Owners* – as defined under the Protection Coverage section.

If you fall into Other Owners – USAVinyl, LLC at its sole discretion, will repair or replace said defective part(s). All such owners must pay all related labor costs of repair or replacement, including removal, installation and/or reinstallation costs. USAVinyl, LLC reserves the right to refund the purchase price to the owner, and in the event that USAVinyl, LLC elects to do so, such refund shall be the purchaser's sole and exclusive remedy.

### **Limitations and Exclusions:**

The original owner must register this warranty with USAVinyl, LLC within 30 days of receipt of product by returning the attached registration card. This warranty is not transferable to any other person besides the original owner (materials cannot be transferred/re-installed from original install location). This warranty replaces all other oral or written warranties, liabilities, or obligations of USAVinyl, LLC.

This warranty only covers defects in the materials and does not include: failures, defects, or damage resulting from the following: act of god, man, animal, terrorism, accidents, improper installation, faulty installation, painting, impact damage, vandalism, soil movement, settlement, misuse, improper care, failure to provide reasonable repairs, normal and expected weathering of vinyl (includes fading), normal and expected weathering of metals (includes rusting and

oxidation of metals), exposure to harmful chemicals, acid rain, mold, mildew, distortion or warping due to unusual heat sources (including bbq grills and reflection from windows, foil sheeting, concrete, asphalt, or any reflective sources), any lack of compatibility between our product and any other product not made by USAVinyl, LLC that causes damage to or failure of our products, and any discoloration due to pollution. When you purchase from USAVinyl, LLC, the product may come in stretch wrap and/or plastic wrap. If storing the product, you must keep out of direct sunlight or the product could warp due to excessive heat and is not covered by our warranty.

The warranty does not cover color or pattern variation on any variegated woodgrain products. Does not include bowing of pickets or rails due to the natural tendency for colored vinyl extrusions to bow due to heat buildup. Please refer to our installation instructions to reduce the natural tendency for the colors to bow due to the heat buildup, like fastening in the U-channels for the privacy fence installation. Bowing is not warranted.

**USAVinyl, LLC and its representatives and affiliates are not qualified to approve, recommend, or advise as to the suitability or safety of products for all possible applications. Your local building code authority, engineer, and fire marshal's office should be consulted as to the proper and safe use of the products, including pool codes, railing codes, the installation of structures with specific load bearing capacities or other zoning code requirements.**

It is understood and agreed that the liability of USAVinyl, LLC, whether in contract, in tort, under any warranty, in negligence or otherwise, shall not exceed the return of the amount of the purchase price paid by the purchaser and under no circumstance shall USAVinyl, LLC be liable of special, indirect, or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the limitation or exclusion may not apply to you. The price stated for the product is considered in limiting USAVinyl, LLC's liability. No action arising out of the transaction under this agreement, regardless of form, may be brought by the owner more than 30 days after the cause of action has occurred.

USAVinyl, LLC reserves the right to change or discontinue any of its products or the parts incorporated into any of its products without notice. If any product, piece, part, or component subject to this limited warranty is not available at the time of claim, USAVinyl, LLC reserves the right to submit another product, piece, part, or component that is in our sole discretion of equal quality or value.

**Warranty Claims:**

You must keep this warranty and your original receipt/purchase contract in a safe place. If you feel you have a warranty claim, you must notify USAVinyl, LLC at 5795 Green Pointe Drive S, Groveport, OH 43125 in writing within 30 days of learning of the alleged defect and include copies of your original receipt/purchase contract. In the notification, provide as much detail as possible and include pictures of the alleged defect. USAVinyl, LLC must have reasonable access and opportunity to inspect the product or, at USAVinyl, LLC's option, to have the product shipped at the owner's expense, prepaid, to USAVinyl, LLC for examination of the alleged defect.

This warranty gives you specific legal rights, and you may also have other rights which vary from State to State. This warranty shall be governed by and construed under the laws of the State of Ohio. The parties to this warranty hereby designate the state or federal courts of Franklin County, Ohio as the courts of proper jurisdiction and exclusive venue for any actions or proceedings relating to this warranty or any dispute in connection herewith; hereby irrevocably consent to such designation, jurisdiction, and venue; and hereby waive any objections or defenses relating to jurisdiction or venue with respect to any action or proceeding initiated in such courts. © 2024 USAVinyl, LLC

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**WARRANTY CARD**

**Warranty Registration—must be completed, signed, and returned within 30 days of receipt of product to USAVinyl, LLC, 5795 Green Pointe Dr. S, Groveport, OH 43125**

**Owner:** \_\_\_\_\_ **Phone ( )** \_\_\_\_\_

**Address where installed:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Date of Purchase:** \_\_\_\_\_ **Date of Installation:** \_\_\_\_\_

**Name of Installer:** \_\_\_\_\_ **Installer Phone: ( )** \_\_\_\_\_

**Fence/Railing/Outdoor Product Style:** \_\_\_\_\_ **Color:** \_\_\_\_\_