

## **USAVinyl, LLC Limited Non-Prorated Warranty for Aluminum Railing and Fencing**

USAVinyl, LLC proudly warrants that its Aluminum Products are free from defects in material and manufacturing workmanship. Depending on the owner classification, USAVinyl, LLC under normal use and service conditions, the finish of the product will not blister, peel or experience excessive discoloration under normal atmospheric and weather conditions for the warranty period. USAVinyl's Aluminum Extrusions receives a high quality powder coat paint finish applied according to AAMA 2604 Specifications. Powder Coated Railing products are considered "low-maintenance" and must follow our Aluminum Cleaning guidelines. Product which experiences color change due to normal weathering is excluded from this warranty (including non-uniform fading and color changes resulting from unequal exposure to the sun and elements). Abnormal discoloration is defined as a change in color greater than five (5) Hunter units of Delta E as confirmed by an industry standard color measurement device. 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 Mercer, Classy Caps, Waymark, Ultra Aluminum and all lighted post caps) have their own warranties by their respective manufacturers.

### **Protection Coverage:**

#### *Individual Residential Homeowners*

- Aluminum Railing/Fencing - 10 Year Limited Material Warranty for manufacturing defects.

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

- Aluminum Railing/Fencing - 5 Year Limited Material Warranty for manufacturing defects.

### **Remedy:**

*Individual Residential Homeowners* and *Other Owners* 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.

### **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 is void outside of USA or Canada. Failure to adhere to the cleaning guidelines will void this warranty. 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 (other than approved USAVinyl, LLC touch up paint), impact damage, vandalism, soil movement, settlement, misuse, improper care, failure to provide reasonable repairs/cleaning, normal and expected weathering of aluminum (includes fading up to five (5) color units of delta E ), normal and expected weathering of metals, exposure to harmful chemicals, acid rain, distortion or warping due to unusual heat sources (including outdoor grills and reflection from windows or foil sheeting ), and any failures due to pollution. Aluminum failure, including fading, cracking, surface peeling, or corrosion due to exposure to salt air is excluded from this warranty.

**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 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 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, for customer to take pictures and/or video of the product and/or 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. © 2019 USAVinyl, LLC

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**ALUMINUM FENCING/RAILING 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: ( )** \_\_\_\_\_

**Railing/Fencing Style:** \_\_\_\_\_ **Color:** \_\_\_\_\_