



Poly Vinyl Creations, Inc. - Vinyl Products Limited Lifetime Warranty

What is Covered by Our Warranty

Poly Vinyl Creations, Inc. ("PVC") warrants that the registered owner of any vinyl fence, decking, or rail products purchased from PVC (the "Purchased Product") will be free from defects in material and workmanship for the warranty period. This limited warranty is valid beginning on the date of purchase of the Purchased Product. PVC warrants the Purchased Product against peeling, flaking, rotting, splitting, cracking, blistering, corroding, termite damage, or abnormal discoloration/fading* under normal atmosphere and weather conditions. Installation, hardware, and other products are not covered under this warranty. This warranty applies only to complete systems purchased from PVC and is null and void for systems comprised of components purchased from other manufacturers.

*After prolonged exposure to outdoor environments, all products will experience some gradual fading over time and is considered normal. Degrees of fading vary depending on geographical location, air pollution, exposure and other factors. Normal deterioration of color is not covered under this warranty.

How are Different Groups Covered under this Warranty

This warranty covers residential end users of the product and one transferee for the lifetime of the product. See *Section on Transfer of Warranty*.

For commercial purchasers, the warranty extends 25 years from date of purchase.

For builders purchasing through an approved fence contractor as part of a new homeowner's package, as long as the homeowner registers within 30 days of move-in the warranty will be valid.

What is NOT Covered by Our Warranty

Our limited lifetime warranty does not provide protection against product defect, failure, or fault caused by events beyond the normal scope of the intended use of the product by the manufacturer, including but not limited to:

- Any Act of God or natural disaster including but not limited to tornado, hurricane, hail, flood, earthquake, heat wave, wild fire, global warming and any other weather or other condition. Some designs are engineered to withstand higher wind loads than other fence designs, however this does not guarantee the fence in weather conditions.
- Settling, movement, or any other change in the ground or structure where the vinyl product is installed.
- Field-altered or field-cut material that caused the defect or damage to material.
- Improper use, storage, or handling of the material. Any signs of misuse, abuse or neglect that appear to be bestowed upon the vinyl product.



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- Melting or distortions to the vinyl product by external heat sources including but not limited to fire pits, grills, reflection of objects, fires and other sources.
- Impact of foreign objects.
- Use of accessories or other components not provided by PVC or not in the intended use of the product by PVC.
- Effects from spray paint, sprinkler systems, mold or mildew created by excessive environmental or other external conditions.
- Improper maintenance, installation or service of the vinyl product and care to be taken to follow all manufacturer instructions and guidelines.
- Damage caused by animals.
- Vinyl product is expected to have normal weathering and color variations as long as the variations remains consistent in tone and nature. Additional product installed at later dates will not be guaranteed to match the original color of the installed fence.
- Labor, installation, or transportation costs unless purchased separately under “*Optional Coverages*” and at the discretion of those specific terms and conditions.
- Damage or distortion from the sun or other light reflecting off windows or other objects directly affecting vinyl material, for example, causing warpage to fence or gates.

Warranty Registration Required

This warranty is only effective so long as the original purchaser registers the warranty within 30 days of receipt of the product or installation, whichever comes first. Warranty registration can be made online at www.polyvinylc.com or by mailing the warranty registration card in to Poly Vinyl Creations Inc, ATTN: Warranty Registration, 11313 State Road 52, Hudson, FL 34669. All fees and warranty applications are subject to PVC’s receipt, review, and approval. Once an application (and payment, if required) are reviewed and accepted, a confirmation of the warranty will be sent via regular U.S. mail or by e-mail to the warrantee listed on the application.

Transferability of Warranty

This warranty may be transferred once, by the original purchaser who purchases for residential purposes only, upon the following conditions: (i) Transfer must be made within 30 days of the closing of the sale of the residential property to a subsequent buyer, and (ii) the subsequent transferee must send copy of the original warranty registration card with tracking number, installation date, and original installation company. Additional transfers may be available for a fee which is determined based on a schedule outlined on www.polyvinylc.com or can be requested through the corporate office at 11313 State Road 52, Hudson, FL 34669.

If the original purchaser buys the Purchased Product for any use other than single-family residential purposes, including but not limited to commercial, governmental, public, or non-profit purposes, the limited warranty may not be transferred.



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Claims & Remedies

To make a claim under this warranty, the registered warranty owner must, within 60 days from actual or constructive notification of any potential claim to be covered under this warranty, contact PVC in writing and provide the following items:

- Install date, description of installed product, and name of contractor who either provided or installed the Purchased Product **OR** a Copy of warranty card provided to installer at time of material purchase in order to trace the Purchased Product order;
- Pictures illustrating the basis for the warranty claim; and
- Full contact information of person making the claim

E-mail the above information to: warrantyclaim@polyvinylc.com. Or mail the documents to: Poly Vinyl Creations, Inc. Warranty Department, 11313 State Road 52, Hudson, FL 34669.

Other Terms and Conditions of Warranty:

Basic Vinyl Gates carry only a 1-year product warranty. Metal Reinforced Gates carry a 5-year product warranty. Gate warranty is voided on gates which appear to be left in an open position and thus incurred wind damage, gates damaged through misuse or abuse, and gates damaged from incidental or accidental hitting, scraping, or rubbing against the gate post. All gate hardware includes some degree of adjustability that is required to be made by the end user and thus warranty is voided if homeowner allows the gate to become misaligned. Neither dumpster gates nor oversize gates carry any warranty due to the nature of their use.

Accessory products including but not limited to caps, hardware, solar accessories and other accessories whose warranties are less than the warranty stated here are subject to whichever warranty has the lesser term.

The warranty does not cover the costs of installation, removal, or reinstallation of product, nor any sales tax or delivery charges. However, optional coverage may be purchased for a fee as outlined below under "*Optional Coverage: Installation.*"

PVC reserves the right to discontinue or modify any of its product offering at any time, which includes but is not limited to color offerings, design options, and extrusions, all without notice to consumer, homeowner, or other end user of the product to whom the warranty may affect.

Vinyl products do weather, thus new or additional product may not match the product originally installed. This is an expected occurrence when working with vinyl or other plastic materials. Any necessary replacement or additional product provided under this warranty is not guaranteed nor warranted to match identically or even closely to the original product as to gloss, color, etc.



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Any service provided outside the scope of this limited warranty shall be at PVC's discretion and will be provided at PVC's standard rates and upon the terms then in effect.

PVC and its employees, distributors, or installers are not qualified to approve, recommend, or advise as to the suitability of PVC's products for all possible uses or applications. Local building codes and ordinances, as well as fire marshals and any other governing bodies, should be consulted for the determination safety and suitability of specific applications. Additionally, PVC makes no representation regarding nor does PVC warrant against failure or breach of any sort of containment use of its vinyl products such as pool safety, barriers, guard railing, livestock, domestic or other animal or child containment. While the products may be used to assist in many of these applications, these products are neither guaranteed nor warranted to be a final solution for these applications.

PVC is a materials supplier and only offers product for sale. Any installation of product is supplied through local contractors, and any warranties of installation are typically offered by the installer. Any do-it-yourself installation voids any warranty for claims arising out of problems or issues with installation. Installation guidelines are available upon request; however, there is no substitute for a professional installation.

OPTIONAL COVERAGE: INSTALLATION – Available January 2020.

If available at the time of warranty, PVC may offer optional coverage for an additional fee for claims arising from the installation of Purchased Product for the first 5 years following the date of the original installation. The cost of this additional coverage is subject to modification and current fees may be found at www.polyvinylc.com. Your installation company must be involved and must qualify for the optional coverage program.. Installers involved in this program must meet our rigorous guidelines. The fees for this optional coverage must be paid to PVC via credit card. Optional coverage must be purchased at the same time as initial warranty registration. A separate document providing guidelines, terms, and conditions of this optional coverage can be found at www.polyvinylc.com.



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Disclaimers and Limitations of Liability

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES. PVC MAKES NO OTHER EXPRESS WARRANTIES, AND DOES NOT AUTHORIZE ANY OTHER PERSON OR AGENT TO MAKE ANY OTHER EXPRESS WARRANTIES. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PURCHASED PRODUCT, IS LIMITED IN DURATION TO THE TERM OF THIS LIMITED WARRANTY. IN NO EVENT SHALL PVC BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE PURCHASE OR USE OF THE PURCHASED PRODUCT OR FOR ANY BREACH OF WARRANTY.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSION MAY NOT APPLY TO YOU.

IF ANY PRODUCTS PURCHASED FROM PVC PROVE TO BE DEFECTIVE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT AS PROVIDED ABOVE FOR MATERIAL ONLY. NEITHER PVC NOR ITS LICENSORS, DISTRIBUTORS, OR INSTALLERS SHALL BE LIABLE FOR ANY DAMAGES, LOSS OF USE, LOST PROFITS, OR INTERRUPTION OF BUSINESS, WHETHER SUCH ALLEGED DAMAGES ARE BASED ON WARRANTY, TORT, CONTRACT OR INDEMNITY.

THIS WARRANTY IS ONLY VALID IN THE CONTINENTAL UNITED STATES.

For more information, contact us in writing at our corporate office:

Poly Vinyl Creations, Inc.

11313 State Road 52

Hudson, FL 34669

E-mail: marketing@polyvinylc.com

Web Site: www.polyvinylc.com