



EVERSTRONG VINYL PROFILES LIMITED WARRANTY

EverStrong Vinyl Profiles (“EverStrong”) warrants to the purchasing homeowner (the “Purchaser”) that the components of his or her vinyl fence where EverStrong Profiles were used, as applicable, will be free from manufacturing defects including peeling, flaking, blistering and corroding when subject to normal and proper use, subject to the following terms and conditions. Should any manufacturing defect occur during the lifetime of the Purchaser (and provided that the Purchaser is still the homeowner at the time such defect is reported), EverStrong, at the sole option of EverStrong, will repair or replace the defective material or the defective parts.

Limitations

In the event of any repair or replacement of fence product under this limited warranty, EverStrong shall not be liable for labor charges or other expenses incurred in connection with removal or installation of either the original or replacement product. EverStrong reserves the right to refund the amount paid by the Purchaser for the fence product instead of repairing or replacing the defective fence product. In the event of repair or replacement under the terms of this limited warranty, the original limited warranty shall apply to the repaired or replaced fence product and will extend for the balance of the original limited warranty period only. The coverage offered by this limited warranty automatically ends upon the earlier of the sale of the property or death of the last of the Purchasers.

In the event a fence product is purchased by or installed upon property owned by a corporation, governmental agency, partnership, trust, religious organization, school, condominium, homeowner association, cooperative housing arrangement, apartment building or any other type of building or any other premises not consisting of a single family home used by an individual homeowner as his or her primary residence, the limited warranty period will be twenty (20) years from the installation date where EverStrong product was used.

EverStrong does not warrant installation or defects caused by installation. This limited warranty is void if any of the following occurs: (a) improper application techniques; (b) misuse, neglect or improper storage; (c) altering or changing the product by use of applied heat, welding, solvents, epoxies or any other alterations beyond the manufacturer’s control; (d) impact of objects, fire, flood, hurricane, tornado, wind storms, casualty, or “Acts of God”; (e) painting the surface of the product; (f) adverse effects of air pollution, mold and Normal Weathering of surfaces. The manufacturer of this product does not recommend or approve this product for all possible end use applications. The appropriate local code authority should be consulted as to its safety and applicability for intended usage.

EverStrong reserves the right to discontinue or modify any of its products, without notice to Purchaser. EverStrong shall not be liable in the event the replacement product varies in color or gloss level in comparison to the original product as a result of Normal Weathering or if a fence product has been discontinued or changed. If EverStrong replaces or repairs any product under this limited warranty, it may substitute products determined by EverStrong to be of comparable quality or price range.

To submit a warranty claim, the “purchaser” must notify the original company of purchase who will supply to EverStrong the documentation necessary.

THE STATEMENTS CONTAINED IN THIS LIMITED WARRANTY SET FORTH THE ONLY WARRANTIES EXTENDED BY EVERSTRONG, AND ARE IN LIEU OF ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS, AND THE PROVISIONS OF THIS WARRANTY SHALL CONSTITUTE THE ENTIRE LIABILITY OF EVERSTRONG AND THE PURCHASER’S EXCLUSIVE REMEDY FOR BREACH OF EVERSTRONG’ WARRANTY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EVERSTRONG SHALL NOT BE LIABLE TO THE PURCHASER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON THE PRODUCT.