



TRANSFERABLE LIMITED LIFETIME WARRANTY OF VINYL FENCE

Coverage:

ActiveYards warrants its vinyl fence against defective materials or workmanship for as long as the original homeowner/consumer owns his or her home. If original purchaser is a corporation, partnership, government, or public entity (including a church or school), or other commercial user, the Warranty period shall be twenty (20) years from date of original purchase. ActiveYards warrants its products against rotting, peeling, chipping, cracking, flaking, splintering, corroding, rusting or abnormal discoloration under normal use, service, and care (as defined above, in Care and Maintenance section). ActiveYards will, at its option, repair or replace the product in question with new ActiveYards product of the same or equivalent value at no charge.

Conditions Not Covered By This Warranty:

This Warranty covers only specified damages arising solely from defects in the materials. This Warranty does not cover failure of or damage to ActiveYards products resulting from installation, accident, misuse, unreasonable use, neglect, abuse, improper service, alteration, impact of foreign objects, damage from large animals, or acts of God. This Warranty does not cover damage resulting from settlement or failure of any structure on which the product is installed. Damage resulting from exposure to heat or radiation from an external source such as a barbecue grill, another appliance, fire, or excessive reflective heat sources (e.g., window or glass door reflection, roofing materials, concrete, blacktop, metals, pools, rocks and sand) is not covered by this Warranty.

This Warranty does not cover ActiveYards products that have been combined with non-ActiveYards products or materials. This Warranty does not cover products exposed to the application of paint, varnish or other coating or chemical not approved by ActiveYards, nor does it cover damage resulting from exposure to excessive pollutants, harsh chemicals, solvents, glues, paints, chemicals (including lawn fertilizer and lawn care chemicals), or foreign substances (including but not limited to tree sap, leaves, bug sprays, pine needles, fertilizers, etc.).

This Warranty does not cover changes to ActiveYards products associated with normal and expected weathering as defined in ASTM Specification F964-02. Additionally, this Warranty does not cover damage associated with surface mold and mildew resulting from environmental conditions including air pollution, or any other causes not arising out of defects in materials or workmanship by ActiveYards.

This Warranty does not cover costs of removal or disposal of product, or reinstallation of replacement product. Any service or repair provided outside the scope of this limited Warranty shall be at ActiveYards's standard rate and terms then in effect.

ActiveYards reserves the right to discontinue or modify any of its products, including the color of its products, without notice to the homeowner/consumer, and ActiveYards does not warrant that any replacement material will match or be identical to the original product as replacement products may vary in color or gloss in comparison to the original product as a result of normal weathering. If ActiveYards replaces any material under this Warranty, it may substitute products designated by ActiveYards to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

Registration:

To activate this Warranty, a Warranty registration card must be completed, signed by purchaser, and returned to ActiveYards within 30 days after installation of the product. A copy of the registration card should be retained by the home owner/purchaser.

Transfer of Warranty:

Warranty coverage will be extended once to transferees of the original home owner/consumer of the ActiveYards product and will extend for the duration of the first transferee's ownership of the home on the following conditions: Transferee must provide an original or copy of the initial sales receipt for the ActiveYards product (with proof of date), a copy of the original Warranty, and a copy of the registration card. Warranties on products sold to commercial purchasers or for commercial use are not transferable.

Claims Under Warranty:

A claim under this Warranty must be reported in writing, along with proof of purchase and any photos or samples of the suspected defect, to ActiveYards, 7830 Freeway Circle, Middleburg Heights, OH 44130 within thirty (30) days of the date that the defect is first discovered or reasonably could be discovered. ActiveYards will then investigate the claim and may examine the material claimed to be defective. ActiveYards shall be the sole judge of whether the product is defective and whether the defect is due from defective materials or manufacturing. If a defect covered by the Warranty is confirmed, ActiveYards, will, at its option, repair or provide replacement material for the fence, or refund the amount paid by the original owner for the fence and accessories, per the terms of this Warranty within a reasonable amount of time.

THIS WARRANTY IS IN LIEU OF ALL CONDITIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE PART OF ACTIVEYARDS OR ITS LICENSORS. THE SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY SHALL BE REPAIR OR REPLACEMENT AS PROVIDED ABOVE. ACTIVEYARDS AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, WHETHER SUCH ALLEGED DAMAGES ARE BASED IN WARRANTY, TORT, CONTRACT, OR INDEMNITY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATIONS OF IMPLIED WARRANTIES OF MERCHANTABILITY, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY IS VALID ONLY IN THE UNITED STATES AND CANADA.