

Durables™ Limited Non-Prorated Warranty

Durables™ proudly warrants that it's Vinyl Fencing, Vinyl Railings and Vinyl Outdoor Products are free from defects in material and manufacturing workmanship. Depending on the owner classification, **Durables™** Vinyl Fencing, Vinyl Railings and Vinyl Outdoor Products that will not chip, rot, crack, or experience excessive discoloration under normal atmospheric and weather conditions for the warranty period. 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 of sections to the sun and elements). For the color Khaki, 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 **Durables™**. All products and all accessories not manufactured by **Durables™** (includes, but not limited to - D&D Technologies, Nationwide Industries, Mayne, Eden, LMT, Classy Caps, Waymark, and all fabrics and all lighted post caps) have their own warranties by their respective manufacturers.

Protection Coverage:

Individual Residential Homeowners

- Vinyl Fencing and Vinyl Railing - Limited Lifetime Material Warranty for all vinyl extrusions. Hardware and connectors manufactured by **Durables™** (includes post mounts, bracket connectors, fasteners, metal supports, and all others) are warranted for 5 years following the purchase. Gate functionality is not warranted.
- Outdoor Products - Limited Lifetime Material Warranty for all vinyl extrusions. Hardware and connectors manufactured by **Durables™** (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, schools, condominiums or any housing complex, apartments, or any type of premises not used by individual residential homeowners.

- Vinyl Fencing and Vinyl Railing - 20 Year Limited Material Warranty for all vinyl extrusions. Hardware and connectors manufactured by **Durables™** (includes post mounts, bracket connectors, fasteners, and all others) are warranted for 2 years following the purchase. Gate functionality is not warranted
- Outdoor Products - 20 Year Limited Material Warranty for all vinyl extrusions. Hardware and connectors manufactured by **Durables™** (includes: post mounts, bracket connectors, fasteners, 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.

Durables™, 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 **Durables™** reserves the right to refund the purchase price to the consumer, and in the event that **Durables™** 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: **Durables™**, 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. **Durables™** reserves the right to refund the purchase price to the owner, and in the event that **Durables™** 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 **Durables™** within 30 days of receipt of product by returning the registration card found below. This warranty is not transferable to any other person besides the original owner. This warranty replaces all other oral or written warranties, liabilities or obligations of **Durables™**.

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, distortion or warping due to unusual heat sources (including outdoor grills and reflection from windows or foil sheeting), and any discoloration due to pollution.

Durables™ 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 **Durables™**, whether in contract, in tort, under any warranty, in negligence or other wise, shall not exceed the return of the amount of the purchase price paid by the purchaser and under no circumstance shall **Durables™** 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 **Durables™** 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.

Durables™ 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, **Durables™** 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 **Durables™** at 5795 Green Pointe South, Groveport, OH 43215 in writing within 30 days of learning of the alleged defect and include copies of your original receipt/purchase contract. In the notification, write as much detail as possible and include pictures of the alleged defect. **Durables™** must have reasonable access and opportunity to inspect the product or, at **Durables™** option, to have the product shipped at the owner's expense, prepaid, to **Durables™** 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. © 2013 **Durables™**

WARRANTY CARD

Warranty Registration—must be completed, signed, and returned within 30 days of receipt of product to: Durables™, 5795 Green Pointe South, Groveport, OH 43215

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: _____