

# Prizm Vinyl Corporation Warranties

## Warranty Information-Vinyl Fences

Prizm Vinyl Corporation warrants to the original homeowner/consumer that its vinyl fence products will be free from manufacturing defects—including peeling, flaking, blistering, yellowing and corroding—when subject to normal and proper use. Should any such defect occur during the lifetime of the original purchaser (and as long as the original purchaser is still living and retains ownership of the property), Prizm Vinyl will repair or replace, at its option, the defective fence product.

Prizm Vinyl shall not be liable or responsible for labor charges or other expenses whatsoever in connection with removal or installation of either the original or replacement product.

In the event of repair or replacement under the terms of this warranty, the original warranty shall apply to the repaired or replacement fence material, and will extend for the balance of the warranty period in effect at the time the material proved defective.

The lifetime coverage offered by this warranty automatically ends upon the sale of the property or death of the last of the original owners of the property at the time of installation.

The lifetime coverage offered by this warranty is designed to cover individual homeowners only. In the case of fence materials purchased by, or installed upon property owned by, corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums or cooperative housing arrangements, or installed on apartment buildings or any other type of building or premises not used by individual homeowners as their residences, the warranty period will be 30 years following the installation of the fence.

## Limitations

This warranty does not provide protection against any failure, defect or damage caused by situations and events beyond normal exposure conditions, including but not limited to:

- Misuse, abuse, neglect or improper handling or storage;
- Improper installation or installation not in strict adherence to Prizm Vinyl's written instructions;
- Use of accessories which do not properly receive and/or secure Prizm Vinyl fence;
- Impact of foreign objects, fire, earthquake, flood, lightning, hail, hurricane, tornado or other casualties or act of God;
- Movement, distortion, collapse or settling of the ground or structure on which the fence is installed;
- Any other cause not involving manufacturing defects in the material supplied by Prizm Vinyl.

The fence is not warranted against discoloration or other damage caused by air pollution (including but not limited to metal oxides or metallic particles), mildew, exposure to harmful chemicals or normal weathering from the elements. Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere which will cause any colored surface to gradually fade, chalk, or accumulate dirt or stains. The severity of any condition depends on the geographical location of the fence, the cleanliness of the air in the area, and many other influences over which Prizm Vinyl has no control. Notwithstanding anything set forth above, the fence is warranted against yellowing of the product due to normal weathering from the elements.

Prizm Vinyl shall have sole discretion to determine, based on reasonable criteria, whether the fence is suffering from normal weathering. If the fence weathers to a degree determined by Prizm Vinyl to be beyond normal, Prizm Vinyl will either repair or provide replacement material, at its option, for the defective fence. Prizm Vinyl also reserves the right to refund the amount paid by the original owner for the fence material and accessories (but not including the cost of its initial installation). This warranty does not apply to fences that have been painted, varnished or coated over the manufacturer's original finish.

Prizm Vinyl reserves the right to discontinue or modify any of its products, including the color, without notice to the homeowner/consumer. Prizm Vinyl shall not be liable in the event the replacement material may vary in color or gloss in comparison to the original product as a result of normal weathering. If Prizm Vinyl replaces any material under this warranty, it may substitute products designated by Prizm Vinyl to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

## Transferability

The warranty is not transferable, with the exception of the following circumstance: In any instance in which the property owner at the time of installation is not an individual homeowner, then in the event the ownership of the fence reverts or is transferred by the property owner at the time of installation to an individual homeowner within the original 30-year warranty period, then the lifetime coverage offered by this warrant shall apply to the homeowner to whom ownership passes. Under no circumstances shall the lifetime coverage apply to common perimeter or common pool fencing.

## **Warranty Information-Vinyl Fences cont'd**

### **Other Conditions**

THIS WARRANTY REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF PRIZM VINYL. PERTINENT STATE LAW SHALL CONTROL FOR WHAT PERIOD OF TIME FOLLOWING THE SALE A HOMEOWNER/CONSUMER MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PRIZM VINYL BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSON THEREIN, RESULTING FROM THE BREACH OF THIS WARRANTY. PRIZM VINYL DOES NOT AUTHORIZE ITS FIELD REPRESENTATIVES, DISTRIBUTORS OR DEALERS TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON, OR THE EXCLUSION OF, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state.

**This Vinyl Fence Warranty is effective for products purchased after September 1, 2008.**

## **Warranty Information-Aluminum Fences**

Prizm Vinyl Corporation warrants to the original homeowner/consumer of our aluminum profiles, a Limited Lifetime Warranty. Our profiles will be free from defect in workmanship and that our paint will not crack, chip or peel.

### **Limitations**

This warranty does not provide protection against any failure, defect or damage caused by situations and events beyond normal exposure conditions, including but not limited to:

- Misuse, abuse, neglect or improper handling or storage;
- Improper installation or installation not in strict adherence to Prizm Vinyl's written instructions;
- Use of accessories which do not properly receive and/or secure Prizm Vinyl fence;
- Impact of foreign objects, fire, earthquake, flood, lightning, hail, hurricane, tornado or other casualties or act of God;
- Movement, distortion, collapse or settling of the ground or structure on which the fence is installed;
- Any other cause not involving manufacturing defects in the material supplied by Prizm Vinyl including abuse, misuse and vandalism.

### **Other Conditions**

THIS WARRANTY REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF PRIZM VINYL. PERTINENT STATE LAW SHALL CONTROL FOR WHAT PERIOD OF TIME FOLLOWING THE SALE A HOMEOWNER/CONSUMER MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PRIZM VINYL BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSON THEREIN, RESULTING FROM THE BREACH OF THIS WARRANTY. PRIZM VINYL DOES NOT AUTHORIZE ITS FIELD REPRESENTATIVES, DISTRIBUTORS OR DEALERS TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON, OR THE EXCLUSION OF, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state.

**This Aluminum Fence Warranty is effective for products purchased after March 1, 2013.**

### **What the Customer Must Do**

The homeowner/consumer must promptly notify Prizm Vinyl in **writing** of any manufacturing defect and provide proof of the date of purchase and installation, as well as proof of property ownership. All notifications should be sent to: Prizm Vinyl Corporation 211 Pauline Dr #213, York, PA 17402 Attention: Consumer Services Department.

The consumer may be required to submit a sample of the defective material to Prizm Vinyl for analysis. Prizm Vinyl will investigate the claim and may examine the material claimed to be defective. If a defect covered by this warranty is confirmed, Prizm Vinyl, within a reasonable amount of time after the inspection, will 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.