

# CAROLINA VINYL PRODUCTS

## LIFETIME, TRANSFERABLE, PARTS & LABOR LIMITED WARRANTY CAROLINA VINYL PRODUCTS Same as CVP.

**LIMITED WARRANTY:** CVP warrants its vinyl fencing, railing, and decking products when installed in conformity with CVP guidelines and used under normal conditions, as follows:

### **Component Protection Coverage**

Fencing, Railing and Decking will not chip, peel, rot, blister, pit, rust, flake, corrode, be consumed by insects or suffer from uneven or excessive discoloration under normal atmospheric and weather conditions. Individual residential homeowners: Lifetime of the product:

Individual residential homeowners located in the states listed below or located outside of the continental United States and all other purchasers or owners\*: Twenty (20) years from date of installation

\*Materials purchased by, or installed upon property owned by, corporations, government 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, or upon any property located in any of the following states (whether owned by an individual residential homeowner or otherwise) are warranted for parts only for twenty (20) years from the date of installation of the product: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Texas, Utah, Washington and Wyoming. All such purchasers must pay all related costs of repair or replacement, including removal, installation or reinstallation costs.

**REMEDY:** CVP will, at its sole option, repair or replace, at its expense any material CVP determines to be defective and subject to the warranty set forth above. CVPs' sole responsibility hereunder is to repair the damaged product or provide replacement material free of charge, including labor costs related to such warranty; provided that CVP shall have no obligation for labor costs to purchasers referred to in the immediately preceding paragraph. CVP reserves the right to refund the purchase price to the consumer, and in the event that CVP elects to do so, such refund shall be the purchaser's sole and exclusive remedy. CVP reserves the right to change, discontinue or alter any of its products or the parts incorporated into any of its products, at its sole discretion without notice. If any product, part or component subject to this limited warranty is not available at the time of any claim by the purchaser under this Limited Warranty, CVP reserves the right to submit another part or component that is in our sole discretion of equal quality or value.

**LIMITATIONS:** This warranty is applicable to the original purchaser of the covered products and may be transferred to one subsequent owner of the property on which the products are installed. The original purchaser must register this warranty with CVP within 30 days of purchase. This warranty may be transferred to one subsequent owner of the property by registering the transfer within 30 days of the sale of the property. Please contact CVP at the CVP LIFETIME LIMITED WARRANTY address set forth below to receive the form for transferring the warranty. Any material replaced or repaired under the terms of this warranty shall be similarly warranted and subject to the terms, conditions, exclusions and limitations set forth herein.

**EXCLUSIONS:** This warranty covers defects in materials and manufacture only. It does not cover failures, damage or defects resulting from any of the following: improper or faulty installation; damage caused by impact, vandalism, fire, hail, wind, flood, lightning or other acts of God; settlement or soil movement; structural settlement or failure of any structure on which the product(s) is installed; misuse; improper care or failure to provide reasonable and necessary repair of the product; normal and expected weathering of the surface, chalking, and mildew as outlined in ASTM Specifications F964-94; exposure to harmful chemicals or metal oxides; acid rain and surface discoloration due to atmospheric pollution. All colors will experience some fading or discoloration when exposed to the elements for a sustained period. This Limited Warranty does not cover normal, uniform fading and discoloration due to exposure to normal atmospheric conditions and weather (which may vary according to geographic location). Notwithstanding anything set forth above, the product is warranted against abnormal discoloration, including uneven or excessive fading or yellowing, when used under normal atmospheric and weather conditions. (Continued)

All vinyl products lose some resistance to impact over time, especially when exposed to weather (which may vary according to geographic location). Loss of resistance to impact is inherent to the vinyl materials utilized and does not constitute a defect in design or manufacture. **CVP** is not responsible for any damage caused by impact at any time, including, but not limited to, any claim that the product has stiffened, become more brittle, or otherwise become less resistant to impact over time.

**DISCLAIMER: LIMITATION OF LIABILITY. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL BE LIMITED IN DURATION TO THE DURATION SET FORTH IN THIS LIMITED WARRANTY.** Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. In no event shall **CVP** be liable for consequential or incidental damages of any kind, including any damage to any building, its contents or any person therein. 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 vary, from state to state.

**CVP** does not authorize its distributors or dealers to make any change or modification to this warranty.  
(Continued)

**WARRANTY PROCEDURES AND CLAIMS:** Keep this warranty and your original purchases contract in a safe place. In the event you feel your **CVP** fence, railing, or deck product is not free from manufacturing defects or degradation as outlined above, you must notify **CVP** in writing within thirty (30) days of discovery of said damage or alleged defect. State the nature of your complaint with as much detail as possible and submit a copy of your warranty, purchase contract (with date of purchase), and pictures of defect. **CVP** must have a reasonable opportunity to inspect the product in question, and may require additional information and/or samples.  
**CVP LIFETIME LIMITED WARRANTY**

Please forward all claims to: **CAROLINA VINYL PRODUCTS**  
P.O. Box 1137  
Grifton, NC 28530  
Phone: 1-888-262-3362

Sold by:

Installed by:

Original Homeowner:

Address where installed:

City:

State:

ZIP:

Phone: (        )

Date of Installation:                    /                    /

Second Homeowner:

Address (must be same as above):

City:

State:

ZIP:

Phone: (        )

Date of transfer:                        /                        /