

**CAMBIUM™ VINYL FENCING**  
**Transferable Limited Lifetime Warranty**  
**Valid for All Fences Sold On or After July 1, 2006**

Vinyl Visions LLC warrants its Cambium™ vinyl fencing products, subject to the limitations contained herein, against peeling, flaking, blistering, corroding, rotting, rusting and termite consumption, caused solely because of defects in material and manufacturing. The foregoing warranty shall apply for the lifetime of Cambium™ vinyl fencing products and the warranty extends only to the original purchaser or permitted transferee as specified herein. The remedy for any valid warranty claim will be as specifically set forth herein.

**REGISTRATION OF WARRANTY**

To protect your rights under this warranty, the attached registration card must be completed and signed by the original purchaser, and returned to Vinyl Visions LLC within 30 days of purchase. In the event the attached registration card is not returned to Vinyl Visions LLC within the 30 day period, receipt of purchase must be provided by the original purchaser to be eligible for coverage under this warranty.

**TRANSFER OF WARRANTY**

This warranty is transferable by the original owner to any subsequent owner of the property where the Cambium™ product is permanently installed, and where proper registration of this warranty has been filed per the aforementioned requirements. For continued coverage under this warranty, Vinyl Visions LLC must receive written request for transfer, proof of original purchase, and a \$100 transfer fee payable to Vinyl Visions LLC within 30 days from the ownership transfer date of said property. Failure to provide written request for transferring the warranty within 30 days will relieve Vinyl Visions LLC of any further obligations under this warranty.

**EXCLUSIONS**

Vinyl Visions LLC shall not be liable for, and this warranty does not apply to any failure, product defect or damages resulting from or connected with the following:

- Failure of, damage from, or malfunction of fence or railing resulting from accidents, misuse, abuse, impact of foreign objects, negligent or intentional acts causing damage, any act of God including but not limited to fire, earthquake, lightning, hail, hurricane, tornado, exposure to harmful chemicals, pollutants, vapors, and/or acid rain.
- Installation which is not in strict adherence to Vinyl Visions LLC's written instructions, including, but not limited to, inserting aluminum into both the bottom rails on all panels and all gate rails and using U-Channels on all privacy panels.
- Alterations or modifications of a Cambium™ product.
- Use of accessories which do not properly receive and/or secure Cambium™ products.
- Color disparities arising from parts having been installed at different time periods will not be eligible for coverage under the terms of this warranty.

- Damage from large animals (defined as those animals weighing in excess of 100 lbs.).
- Applying any type of surface treatment over the original finish including but not limited to, solvent, paint, varnish, adhesive et al.
- Normal weathering of the part(s). Normal weathering shall be defined as a change in the part's appearance resulting from the exposure of the part(s) to the elements resulting in a gradual and uniform change in the part's color and/or gloss level. Color disparities arising from parts having been installed at different time periods will not be eligible for coverage under the terms of this warranty. Vinyl Visions LLC shall at its sole discretion determine whether the part(s) is (are) experiencing normal weathering.
- Movement, distortion, collapse or settling of the ground or structure on which the fencing or railing is installed.
- Exposure to excessive heat which is non-climatic related (e.g., adjacency to BBQ grill, outdoor lighting, outdoor heaters, et al).
- As vinyl products weather, they lose some resistance to impact. Impact resistance losses are inherent to the vinyl materials utilized and does not constitute a defect in design or manufacture. Based on the aforementioned, Vinyl Visions LLC is not responsible for any claims associated with changes in the product's impact resistance including, but not limited to changes in stiffness or brittleness over time.

Each purchaser is solely responsible for determining the effectiveness, fitness, suitability and safety of the Cambium™ product in connection with its use in any particular application.

### **CLAIMS AND REMEDIES**

A claim under this warranty must be reported in writing within thirty (30) days following the date in which purchaser discovers the alleged claim, along with proof of purchase, to Vinyl Visions LLC, 894 Prairie Avenue, Wilmington, OH 45177. Vinyl Visions LLC will then have a reasonable period to inspect or, at Vinyl Visions LLC's option, to have the product shipped at the owner's expense, prepaid to Vinyl Visions LLC for examination of the alleged defect. Vinyl Visions LLC shall be the sole determiner of whether the product is defective. If after its inspection, Vinyl Visions LLC determines the claim is in accordance with this warranty, then Vinyl Visions LLC will, at its option, replace the defective part(s) or provide a refund limited to the original purchase price of the part(s). Vinyl Visions LLC shall not be liable or responsible for labor expenses, freight expenses, taxes, de-installation or reinstallation expenses, or other expenses whatsoever in connection with the removal or installation of either the original or replacement product. In the event of repair or replacement of part(s) under the terms of this warranty, the original warranty shall apply to the replacement part(s). If a claim is made for part(s) which are no longer manufactured at the time of the claim, Vinyl Visions LLC, at its sole discretion, reserves the right to substitute material of equal quality and value. THE REMEDIES DESCRIBED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF ANY WARRANTY.

**LIMITATION OF REMEDIES AND EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES**

VINYL VISIONS LLC'S LIABILITIES ARE LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY UNDERTAKEN HEREIN, AND UNDER NO CIRCUMSTANCES WILL VINYL VISIONS LLC BE LIABLE OR OBLIGATED FOR ANY **INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER** (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, LOSS OF GOODWILL, USE OF MONEY, USE OF GOODS, STOPPAGE OF WORK, OR IMPAIRMENT OF ASSETS), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, FRAUD, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT AND ONLY TO THE EXTENT THIS LIMITATION IS SPECIFICALLY PRECLUDED BY APPLICABLE LAW OF MANDATORY APPLICATION. IN NO EVENT WILL THE AGGREGATE LIABILITY OF VINYL VISIONS LLC INCURRED IN ANY SUCH WARRANTY CLAIM, ACTION OR PRECEEDING MADE WITH RESPECT TO NONCONFORMING OR DEFECTIVE PRODUCTS, EXCEED VINYL VISIONS LLC'S COST FOR SUCH PRODUCTS.

Some States do not allow the exclusion of incidental or consequential damages, so the above limitation may not apply to you.

**DISCLAIMER OF WARRANTIES**

EXCEPT FOR THE EXPRESS WRITTEN WARRANTY CONTAINED HEREIN, VINYL VISIONS LLC MAKES NO OTHER WARRANTIES, GUARANTEES OR INDEMNITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, USAGE OF TRADE, CUSTOM OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE **IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE**, AND ALL SUCH OTHER WARRANTIES, GUARANTEES AND INDEMNITIES ARE HEREBY DISCLAIMED, OVERRIDDEN AND EXCLUDED FROM THIS TRANSACTION.

Some States do not allow limitations on how long an implied warranty lasts so the above limitation may not apply to you.

**MERGER CLAUSE – ORAL STATEMENTS NOT BINDING**

This writing is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. No agent, employee or any other party related to Vinyl Visions LLC is authorized to make any warranty in addition to that made in this agreement.

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