



## **Duramax Building Products Limited Lifetime Warranty**

**1. Limited Warranty.** US POLYMERS, INC., a California corporation ("Manufacturer") warrant all DuraMAX Trusscore PVC liner panel, vinyl fencing, decking and railing materials (the "Products") to be free from defects in material and workmanship, including peeling, flaking, blistering, and corroding under normal use and service. The duration of this Limited Warranty is as follows:

- (a) If Products (other than common perimeter and common pool fencing) are installed on property which is owned by and is the primary residence of an individual purchaser, the Limited Warranty is for as long as the purchaser lives in the home;
- (b) For common perimeter and common pool fencing, and for all other purchasers, the duration of the Limited Warranty is for a period of thirty (30) years from the date of Product purchase.

**2. Scope of Warranty.** Manufacturer warrants only the Products which are manufactured by Manufacturer. Any mixing of materials which are not manufactured by Manufacturer will invalidate this Limited Warranty. Manufacturer shall repair or replace defective Products under this Limited Warranty, but shall not be responsible for labor charges or other expenses incurred in connection with the removal or installation of the original or replacement Products. Manufacturer also reserves the right to refund the amount paid by the purchaser of any defective Product, as its sole obligation under this Limited Warranty. The Limited Warranty will not cover any products which are not purchased from an authorized DuraMAX dealer or retailer who acquired the products directly from DuraMAX.

**3. Exclusions.** This Limited Warranty shall not extend to any of the following:

- (a) Products that have been painted or had their surface treated with other than approved chemicals.
- (b) Products not properly installed or where installation is not in strict adherence to Manufacturer's written instructions;
- (c) Misuse, abuse, neglect or improper handling or storage of Products;
- (d) Use of accessories which do not properly receive and/or secure the Products;
- (e) Movement, distortion, collapse or settling of the ground or structure on which Products are installed;
- (f) Defects not caused by Manufacturer (for example, but not limited to acts of god, accidents, improper applications or installations outside of industry or DuraMAX standards); and

## **Duramax Building Products Limited Lifetime Warranty**

(g) Any other cause not involving manufacturing defects in the Products. Additionally, Products are not warranted against discoloration or other damage cause by air pollution (including but not limited to metal oxides or metallic particles), mildew, exposure to harmful chemicals or weathering from the elements. Weathering from the elements 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 fencing, decking or railing, the cleanliness of the air in the area, and many other influences over which Manufacturer has no control. Manufacturer reserves the right to discontinue or modify any of its Products, including the color, without notice to the purchaser nor shall Manufacturer be liable in the event the replacement Products may vary in color or gloss in comparison to the original product as a result of normal weathering. If Manufacturer replaces any Product under this warranty, it may substitute Product designated by Manufacturer to be of comparable quality or price range in the event the Product initially installed has been discontinued or modified.

### **4. Limitations on Liability.**

(a) THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE THEREOF, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT ARISING FROM ANY TRADE USAGE OR COURSE OF DEALING, WITH RESPECT TO THE PRODUCTS OF COMPANY.

(b) IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY PRODUCT COVERED BY THIS LIMITED WARRANTY, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF TIME OR INCONVENIENCE, \_\_\_\_\_OR INCIDENTAL EXPENSES.

(c) IN NO EVENT SHALL MANUFACTURER'S LIABILITY HEREUNDER EXCEED THE COST OF THE PRODUCT.

(d) SOME STATES DO NOT ALLOW THE EXCLUSION OF LIMITATIONS OF INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. ALSO, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **Duramax Building Products Limited Lifetime Warranty**

**5. Obligations of Consumer.** As a condition precedent to Manufacturer's performance of this Limited Warranty, the purchaser must promptly notify the Manufacturer in writing of any manufacturing defect and provide proof of the date of purchase and installation, as well as proof of property ownership. All such notices should be sent to DuraMAX Building Products, 1057 S. Vail Ave. Montebello, CA 90640, Attention: Customer Service. Alternatively, the Consumer may call the following toll-free number: (800) 483-1361, and obtain the name and address of Manufacturer's nearest Authorized Service Center, and deliver such notice and proofs to the Authorized Service Center. The Authorized Service Center is not an agent for the Manufacturer except for the purpose of administering this Limited Warranty to the extent herein provided, and the Manufacturer does not authorize any Authorized Service Center, or any other person, to assume for the Manufacturer any liability in connection with this Limited Warranty or any liability or expense incurred in the replacement or repair of its products other than as expressly provided herein.

**6. Limited Transferability.** This Limited Warranty is personal to the original purchaser of Products, and cannot be assigned or transferred except under the following conditions and one time only:

(a) The original homeowner may transfer the lifetime warranty rights conferred by this Limited Warranty in connection with the sale of his or her residence to another individual who uses the property for a personal residence; provided, however, that a Warranty Transfer Request or other satisfactory notification of property transferred must be received

by Manufacturer within thirty (30) days of the transfer of the subject property; and

(b) All other original purchasers may transfer the rights conferred upon them by this Limited Warranty only to an individual homeowner.

**7. Modifications.** The Manufacturer reserves the right to make changes in design and/or materials in its Products without being obligated to incorporate such changes in any Products of prior manufacture, and to make changes in any time and design, materials or parts, without obligation or liability to owners of similar or the same model of prior manufacture.

**8. Severability.** Nothing contained herein shall be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Limited Warranty, and any statute, law, ordinance or regulation contrary thereto, the latter shall prevail; provided, however, that the provision of this Limited Warranty which is affected, shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. Please complete and sign the Warranty Registration card below, and return it to Manufacturer within thirty (30) days of purchase.