EverGuard® Vinyl Fence
Limited Warranty

Merchants Metals LLC ("Merchants") warrants to the Customer that its vinyl fence and rail profiles (the "Products") will be free from manufacturing defects - including peeling, flaking, blistering, rotting, and coring - when subject to normal use and service conditions, for a period of (30) years from the date of manufacture by Merchants (for Products installed in commercial applications) or for the life of a residential end user. The warranty automatically terminates upon the sale of the property where the Products are installed or the death of the property owner that owned the property at the time the Products were installed.

In the event of breach of Merchants' warranty, Merchants will supply a replacement for the defective Products, repair the defective Products, or if the first two options are not practicable, refund the purchase price paid by Customer for the defective Products, as Merchants may elect. Any replacement or repaired part will be warranted in accordance with this warranty for the balance of the warranty period for the original part.

Exclusions and limitations. This warranty covers only manufacturing defects in material or workmanship of Merchants and, without limitation, merchants does not warrant against any failure, defects, expenses, or damages attributable to: (a) normal weathering which will cause any colored surface to gradually fade, chalk or darken; (b) any condition attributable to the design provided by Customer, to the handling or installation of Products, or the manufacture or installation of units with which the Products are used, by Customer or third parties; (c) the failure to properly care for and/or maintain the Products or the units with which the Products are used; (d) improper installation (including inadequate reinforcement of finished products); (e) bowing of pickets, distortion due to exposure to heat source, including but not limited to building or pavement heat build-up, outdoor grills, and reflected sunlight from windows, doors, or other surfaces; (f) color change due to normal weathering (Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere that will cause any colored surface to gradually fade, chalk or accumulate dirt or stains. When sunlight is partially blocked by a roof, trees, awnings, or the like, uneven weathering may occur. Merchants shall have reasonable discretion to determine, based on reasonable criteria, whether the Products are undergoing normal weathering); (g) color or pattern variation on any variegated Products; (h) color or pattern variation between any replacement Products, any remaining original Products Merchants reserves the right to discontinue or modify any product line or color without notifying the Customer. If the original Product is not available, Merchants may choose to provide replacement Products of equal likeness and equal or greater value or quality), and any accessories or other components; (i) discoloration or other damage caused by air pollution, mildew, exposure to chemicals (including, but not limited to sunscreens, insect repellants, acids or bases, rust, lime, fertilizers, herbicides, or solvents); (j) misuse, abuse, neglect, or improper shipping, handling, or storage; (k) damage caused by animals; (l) use of accessories or other components which are incompatible with the Products; (m) movement, distort on, settling or collapse of the ground or structure on which the Products are installed; (n) impact of foreign objects, fire, earthquake, flood, lightning, tornado, hail or other casualty or act of God; (n) damage caused by other circumstances and causes beyond Merchants' control; (o) incompatibility with any third party products, accessories, or other components; and/or (p) any other cause not involving manufacturing defects in the Products.

This warranty does not apply to any Product which has been painted, varnished, or on which any other substance not approved by Merchants has been applied over the original finish. Merchants also does not warrant any non-Merchants components or coatings that are attached or applied by Customer or any third party to the Products, the manner in which any such component or coating is attached or applied, or any condition attributable to such component or coating or the manner in which it is attached or applied.

MERCHANTS DOES NOT GRANT, AND HEREBY DISCLAIMS, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR OTHERWISE, OTHER THAN THE WARRANTIES SPECIFICALLY STATED IN THIS AGREEMENT. MERCHANTS' warranty is made solely to Customer and is not assignable or transferable. Merchants and Customer intend that there are no, and will not be any, third party beneficiaries of Merchants' warranties under this Agreement. MERCHANTS does not authorize its field representatives, distributors, or dealers to make any change or modification to this warranty. Any warranty offered or granted by Customer to any customer, installer, or user of the Products shall be the sole responsibility of Customer. Except as expressly set forth above, the costs of deinstallation and reinstallation of a replaced or repaired Products, and the unit with which the Products is used, shall be borne by Customer or its customers or users. THE REMEDIES OF THIS WARRANTY SET FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH BY MERCHANTS OF ITS WARRANTY. CUSTOMER EXPRESSLY WAIVES AND RELEASES ALL OTHER REMEDIES UNDER THE UNIFORM COMMERCIAL CODE, RCW CH. 62A.2, OR OTHER LAWS, INCLUDING BUT NOT LIMITED TO, THE DIFFERENCE IN VALUE BETWEEN THE GOODS DELIVERED AND THE GOODS WARRANTED; DAMAGE TO STRUCTURES, THEIR CONTENTS, OR ANY PERSON THEREIN RESULTING FROM A BREACH OF THIS WARRANTY OR THE PURCHASE, INSTALLATION, OWNERSHIP, OR USE OF THE PRODUCT; LOST PROFITS; INCIDENTAL DAMAGES; INDIRECT DAMAGES; PUNITIVE DAMAGES; CONSEQUENTIAL DAMAGES; AND SPECIFIC PERFORMANCE.

Warranty Termination: This warranty (a) terminates after 30 years from the date of the manufacture of the Products (for Products installed in commercial applications) or (b) continues for the life of a residential end user regardless of when the breach of warranty occurred and regardless of whether Customer has, or could have, discovered a breach of warranty by that date or not. Customer agrees that it will not make any claim or demand or file any action or lawsuit under this warranty unless such claim, demand, action, or lawsuit is made or filed within the applicable period as stated herein, and that Customer will not assert that the warranty period is or has been tolled due to Customer's inability to discover the breach of warranty. The warranty automatically terminates upon the sale of the property where the Products are installed or the death of the property owner that owned the property at the time the Products were installed.

Warranty Procedures: A claim under this warranty must be reported in writing, with proof of purchase, to Merchants within thirty (30) days of the date that the defect is first discovered or reasonably could have been discovered. Customer must include proof of purchase, a statement describing the claimed defect, and any and all supporting documents. Merchants may request additional information. Merchants will then have a reasonable time to inspect or, at Merchants' option, to have the product or a sample of the Products shipped at the Customer's expense to Merchants for inspection and analysis of the claimed defect. Merchants shall be the reasonable judge of whether the product is defective and whether the defect is due to manufacturing.

If Merchants reasonably determines that the claim is within the terms of this Warranty, then Merchants will, at its option, provide replacement Products or if providing replacement Products are not practicable provide a purchase price refund for the Product under the terms and limitations described herein. In the event of repair or replacement, the original warranty shall apply to the repaired or replaced portion of the Products and will extend for the balance of the warranty period in effect at the time the material proved defective.

Merchants Metals®
the first name in fence solutions

To register your warranty online, please visit
www.MerchantsMetals.com/product-warranty-registration/

www.MerchantsMetals.com
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