



### **RealLife™ Original Property Owner Limited Lifetime Warranty**

#### **Coverage:**

ProPlastix warrants to the original purchaser that its vinyl fencing, railing, and decking extrusions will be free from defects in material and workmanship when subject to normal and proper use. The limited lifetime coverage offered by this warranty applies to individual homeowner purchasers only, for as long as the purchaser remains as the owner and primary occupant of the property on which the product has been installed. In the case of fencing, decking or railing material purchased by or installed upon any type of property not specifically used by individual homeowners as their residences, the warranty period will be 35 years following the purchase of the fencing, railing, or decking product.

If any defects such as peeling, flaking, blistering, rotting, or corroding occur under normal product usage during the warranty period, ProPlastix will repair or replace, at ProPlastix' option, the defective fencing, railing, or decking product. ProPlastix also reserves the right to refund the amount paid by the original owner for the defective product in lieu of repair or replacement. Labor and installation is covered only under the **RealQuality Protection™** feature described below.

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

ProPlastix warrants that its products will weather in a gradual and uniform manner. ProPlastix also warrants the products will not yellow under normal circumstances, notwithstanding any of the conditions or factors set forth in the "Limitations" section.

#### **RealQuality Protection™**

In addition to the warranty above, for seven full years following date of purchase, original homeowner purchasers of ProPlastix vinyl fence, rail, and decking materials have **RealQuality Protection™**. During this period, ProPlastix (at its option) will repair or replace the defective product, including labor or installation by ProPlastix or by a contractor designated by ProPlastix. In no event, however, will ProPlastix' liability under **RealQuality Protection™** exceed the current reasonable value of the product as installed.

#### **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 damage caused by or related to accessory or fastening products.
- Settling, movement, collapse or other failure of the ground, surface or structure (including foundations and walls) on which the fencing, decking or railing is installed
- Accidental or intentional damage or negligence; damage caused by items falling on or into product
- Fire, earthquake, flood, lightning, hail, windstorm, hurricane, tornado or other casualty or act of God;
- Painted, varnished or otherwise modified finishes;
- Finish defects caused by use of corrosive chemicals or cleaning agents, or failure to maintain the product pursuant to instructions;
- Any other cause not involving manufacturing defects in the material supplied by ProPlastix.
- Discoloration or other damage caused by normal weathering, mildew, chalking, atmospheric pollution (such as metal oxides or metallic particles), acid rain or harmful vapors or chemicals.

#### **Claims and Remedies**

ProPlastix must have reasonable opportunity to inspect the product before repairs are initiated in order to determine whether the fencing, railing, or decking is suffering from normal weathering. If the fencing, railing, or decking weathers to a degree which is determined by ProPlastix to be abnormal, ProPlastix will either repair or provide replacement material, at its option, for the defective fencing, railing, or decking. ProPlastix also reserves the right to refund the amount paid by the original owner for the fencing, decking or railing material and accessories (but not including the cost of its initial installation, except during the **RealQuality Protection™** period).

ProPlastix reserves the right to discontinue or modify any of its products, including the color or style, at any time. If any defective product has been discontinued, ProPlastix ProPlastix may substitute product similar in quality or price for the defective product. Service under this warranty may be performed by a contractor or company designated by ProPlastix.

**ALL CLAIMS MUST BE REPORTED TO PROPLASTIX WITHIN 30 DAYS OF THE DATE THAT THE DEFECT IS FIRST DISCOVERED OR REASONABLY COULD HAVE BEEN DISCOVERED.**

#### **Transferability**

The terms of this Warranty (other than **RealQuality Protection™**, which is not transferable) are transferable by the original property owner to a subsequent owner of the property where ProPlastix products are installed, provided each legal owner retains the original or certified copy of the original bill of sale. Upon transfer to subsequent owners the Warranty converts to a 35-year non-prorated Limited Warranty with a starting date concurrent with the original installation date.

#### **Other Conditions**

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, WARRANTIES, GUARANTIES OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY WITH RESPECT TO FITNESS AND MERCHANTABILITY.) IN NO EVENT SHALL PROPLASTIX 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. IN NO EVENT SHALL THE LIABILITY OF PROPLASTIX MI EXCEED THE PURCHASE PRICE OF THE AFFECTED PRODUCTS. DEPENDING ON THE STATE IN WHICH YOU LIVE, THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. PROPLASTIX DOES NOT AUTHORIZE ITS FIELD REPRESENTATIVES, DISTRIBUTORS OR DEALERS TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. This warranty may be modified only by a writing signed by an authorized officer of ProPlastix. This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state.

#### **To File a Warranty Claim:**

Notify ProPlastix in writing of any manufacturing defect, together with evidence of the date of purchase and installation and property ownership. All notifications should be sent to: **ProPlastix International, Inc. Box 148A, Millersburg, PA 17061, Attn: Customer Service Department.** ProPlastix may require a sample of the defective material for inspection, and may require an on-site inspection of the installed product. If ProPlastix confirms that there is a manufacturing defect covered by this warranty, within a reasonable amount of time after the inspection, ProPlastix will provide repair or replacement material (or repair or install replacement material, if covered by **RealQuality Protection™**), or refund the amount paid by the original owner for the product, as required by this warranty. ProPlastix reserves the right to remove and require return of the defective product as a condition of this warranty.