



VINYL FENCE LINEAL LIMITED WARRANTY

COVERAGE. This Warranty is provided to the initial purchaser from MI Profiles, LLC (MI Profiles) of vinyl fence lineal for incorporation into a fencing system ("Final Product"). Upon notice of a claim received during the warranty period, MI Profiles will provide the initial purchaser ("Purchaser") with replacement lineal for any lineal that, under normal usage experiences significant peeling, flaking, blistering, rotting or corrosion; bowing or twisting; or yellowing or weathering in a non-gradual or non-uniform manner compared to other lineal facing the same exposure ("Affected Lineal").

MI Profiles provides a LIFETIME warranty for lineal incorporated into a Final Product ultimately installed at a single-family residence. MI Profiles provides a 35-YEAR warranty from the date of purchase by Purchaser for lineal incorporated into a Final Product ultimately installed at property used for any purpose other than as a single-family residence, including commercial property. This warranty is for lineal purchased from MI Profiles on or after November 15, 2017, and is provided to the initial purchaser only (it does not extend to the end user). This Warranty cannot be transferred or assigned.

This Warranty includes replacement lineal only for Affected Lineal (it does not cover replacement lineal for non-affected lineal). MI Profiles will bear the cost to ship replacement lineal to Purchaser's place of business, but it is not responsible for the cost of labor to replace the Affected Lineal. MI Profiles reserves the right, at its option, to refund the purchase price of the Affected Lineal in full satisfaction of its obligations under this warranty. Replacement lineal may not be an aesthetic match to the original. MI Profiles reserves the right to discontinue or modify any of its lineal, including color and style. In such cases, MI Profiles will substitute lineal of equal value or quality. Any action taken by MI Profiles does not create a new warranty or extend the original term of this Warranty.

CLAIM PROCESS. Purchaser must submit a written claim to MI Profiles within 30 days discovering the issue and within the term of this Warranty, including Purchaser name, address where Affected Lineal is installed, order number, and description of the issue. Photographs are required unless impracticable. MI Profiles has no legal obligation without prior notice of claim as stated in this Warranty. MI Profiles reserves the right to inspect the Affected Lineal to confirm coverage under this warranty. Send claims via email or mail to:
jheilman@proplastix.com | MI Profiles LLC, Attn: Jeff Heilman, Box 148A, Millersburg, PA 17061

LIMITATIONS. This Warranty does not cover conditions caused by:

- Failure to maintain, misuse, abuse, neglect or improper storage or handling;
- Discoloration or other damage caused by normal weathering*, mildew or chalking;
- Painted, varnished or otherwise modified finishes; Use of corrosive chemicals or cleaning agents;
- Improper incorporation of lineal in the Final Product; Improper installation of the Final Product;
- Settling, movement, distortion or collapse of the ground, surface or structure on which the Final Product is installed;
- Accidental or intentional damage or negligence; Damage caused by livestock, animals, or items falling on or into the lineal;
- Acts of God or other casualty such as fire, excessive heat, earthquake, flood, lightning, hail, windstorm, hurricane, tornado, reflected sunlight, or atmospheric pollution (e.g. metal oxides, metallic particles);
- Any other component of the Final Product; All other conditions and causes beyond the control of MI Profiles; and
- Use of the lineal for any purpose other than incorporation into a fencing system. MI Profiles lineal is not intended for use in fencing systems designed as structural support or as a guardrail.

*Normal weathering is defined as gradual fading or chalking of the lineal, or the accumulation of dirt or stains on the lineal, caused by exposure to sunlight, extreme weather and atmospheric conditions. The degree to which it occurs will depend on factors such as geographic location, amount of air pollution and exposure.

DISCLAIMERS & EXCLUSIONS. This Warranty is the sole warranty issued by MI Profiles for lineal. **ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM THE COURSE OF DEALINGS OR USAGE OF TRADE, ARE DISCLAIMED. MI PROFILES SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, PERSONAL INJURY, LOST PROFITS, LOSS OF USE, OR PUNITIVE DAMAGES.** The remedies described in this Warranty are the exclusive remedies with respect to MI Profiles, and shall operate in lieu of all other remedies, warranties or guarantees, irrespective of MI Profiles' negligence. In no event shall MI Profiles' liability exceed the price of the affected lineal. This Warranty gives you specific legal rights, and Purchaser may have other rights which vary state by state. This Warranty may only be modified by a writing signed by an officer of MI Profiles.