



**FENCE
& RAIL**

LIMITED WARRANTY

WHO AND WHAT ARE COVERED BY THIS WARRANTY

This warranty is limited to (1) the original purchaser of vinyl fence and rail profiles manufactured by Homeland Vinyl Products, Inc. (the "Products"), or (2) the owner(s) of the property where the Products are installed at the time of installation, if different from the original purchaser, (collectively, the "Purchaser"). For purposes of this Warranty, a "Residential Purchaser" shall refer to a single-family residential homeowner and a "Commercial Purchaser" shall refer to any Purchaser other than a Residential Purchaser. Subject to the exclusions and limitations set forth herein, Homeland Vinyl warrants to the Purchaser that the Products will be free from manufacturing defects – including peeling, flaking, blistering, rotting, and corroding – when subject to normal and proper use and only if installed correctly according to Homeland Vinyl's installation instructions.

WARRANTY PERIOD

The warranty period is for the life of a Residential Purchaser or 30 years for a Commercial Purchaser. This Warranty automatically terminates upon the sale of the property by the original Purchaser of Homeland Vinyl's product or the death of the Purchaser.

DUTY TO INSPECT

IT IS THE PURCHASER'S OBLIGATION TO INSPECT THE PRODUCTS AT TIME OF INSTALLATION. Within 30 days of installation, the Purchaser shall inspect all visible and accessible parts of the Products to identify any defects in materials or workmanship AND report any defects in the Products that may have been missed by the installer. If Purchaser fails to inspect and report any apparent defects within 30 days of installation, Homeland Vinyl reserves the right to deny any such warranty claim.

WARRANTY REMEDIES

Should any covered defect occur and be reported to Homeland Vinyl during the warranty period, Homeland Vinyl will, at its option, repair or provide replacement Products for the defective Products. In lieu of repair or providing replacement Products, Homeland Vinyl may, at its sole discretion, refund the amount paid by the Purchaser for the original Products. Any replacement or refund by Homeland Vinyl shall fully discharge all obligations and liabilities of Homeland Vinyl under this warranty. In no event shall Homeland Vinyl be liable or responsible for labor charges or any other expenses arising from or related to the installation or removal of either the original or replacement Products.

WARRANTY LIMITATIONS

THIS WARRANTY REPLACES, SUPERSEDES, AND EXCLUDES ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, USAGE OF TRADE, CUSTOM OR OTHERWISE. HOMELAND VINYL SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HOMELAND VINYL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, THAT ARE NOT SET FORTH IN THIS WRITTEN WARRANTY.

IN NO EVENT SHALL HOMELAND VINYL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO STRUCTURES, THEIR CONTENTS, OR ANY PERSON, LOSS OF USE, REVENUES, OR PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, CLAIMS OF THIRD PARTIES, OR ANY OTHER PECUNIARY LOSS ARISING FROM OR RELATED TO SALE, USE, OR INABILITY TO USE THE PRODUCTS, AND WHETHER RESULTING FROM A BREACH OF THIS WARRANTY OR THE PURCHASE, SALE, INSTALLATION, OWNERSHIP, OR USE OR INABILITY TO USE THE PRODUCTS. IN NO EVENT SHALL HOMELAND VINYL'S TOTAL LIABILITY TO PURCHASER EXCEED THE PURCHASE PRICE OF THE DEFECTIVE PRODUCT. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH DAMAGES MAY BE SOUGHT.

HOMELAND VINYL DOES NOT AUTHORIZE ITS FIELD REPRESENTATIVES, DISTRIBUTORS, OR DEALERS TO OFFER OR PROVIDE ANY WARRANTY THAT IS NOT SET FORTH IN THIS WRITTEN WARRANTY, OR TO CHANGE, ALTER, OR MODIFY THE TERMS OF THIS WARRANTY.

PURCHASER'S EXCLUSIVE REMEDY AND HOMELAND VINYL'S EXCLUSIVE LIABILITY FOR ANY BREACH OF WARRANTY IS LIMITED TO WHAT IS SET FORTH IN THIS DOCUMENT. BY PURCHASING HOMELAND VINYL PRODUCTS AND ACCEPTING THIS WARRANTY, THE WARRANTY HOLDER EXPRESSLY WAIVES ANY RIGHT TO PARTICIPATE AS A PLAINTIFF, CLASS MEMBER, OR REPRESENTATIVE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR OTHER SIMILAR PROCEEDING AGAINST HOMELAND VINYL RELATING TO THIS WARRANTY OR THE PRODUCT IT COVERS.

SOME STATES DO NOT ALLOW LIMITATIONS ON, OR THE EXCLUSION OF, IMPLIED WARRANTIES, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.



Homeland Vinyl Products, Inc.
Toll Free: 800-999-6813

<http://homelandvinyl.com/resources/documents/>

Complete and mail in now.

- 1. Complete this Warranty Registration Form**
- 2. Tear off**
- 3. Place in envelope with proof of purchase.**

Mail to:
Homeland Vinyl Products, Inc.
P.O. Box 170729
Birmingham, AL 35217-0729
Attn: Warranty Department

