

Warranty



Westech Quality

Vinyl Fence Systems

Original Owner's Limited Lifetime

Non-Prorated Product Warranty

Westech's vinyl fencing products are manufactured using quality raw materials and are produced with engineering excellence designed for years of maintenance-free performance. Westech warrants that these products will be free from defects in materials and manufacturing workmanship for the lifetime of the original owner of the property on which the products were originally installed. Westech further warrants that its products conform to the impact resistance and weathering standards established in ASTM Specification F 964 and color-hold guidelines in ASTM Specification D 4726, Appendix XI. When properly installed and used under normal conditions, these products will not peel, rot, blister, rust, flake, chip, crack, corrode, pit, abnormally discolor or be consumed by termites, solely because of defects in material, manufacturing, or exposure to salt spray from ocean air. If any product is determined by Westech to be defective, Westech will, at its sole option, repair or replace the product or refund the purchase price in accordance with the claims and remedies provisions set forth below. In the event of repair or replacement of a defective product, the Warranty shall apply to the repaired or replaced product for the balance of the Warranty period.

This Warranty is made exclusively to the named property owner who is the original purchaser of Westech products for (a) the full lifetime period (i.e. until death) of the purchaser in the event that the purchaser remains as owner and primary occupant of the residence on which the products were originally installed on an uninterrupted basis, or (b) 50 years (non-prorated) from the starting date of the original installation in the event that the original property owner/purchaser should no longer be the fulltime resident for any reason. The lifetime feature of the Warranty is intended to apply to individual homeowners only. Products purchased for commercial use or purchased by, or installed upon property owned by, corporations, government agencies, partnerships, trusts, religious organizations, schools, condominiums or cooperative housing associations, or installed on apartment buildings or any other type of building or premises not used by individual homeowners as their residences, are warranted for fifty (50) years from the starting date of the original installation of the products.

Conditions Not Covered

By This Warranty

This Warranty covers only the specified damages arising solely from defects in the manufacture of Westech fencing products. It does not provide protection against any failure, defect or damage caused by situations and events beyond normal exposure conditions, including, but not limited to: faulty or improper fabrication or installation; movement, distortion, collapse or settling of the ground or structure or failure of the structure (including foundations and walls) on which the products are installed; negligence, accidental or intentional acts of damage, misuse, abuse, improper or failure to provide reasonable and necessary care of the product; normal and uniform weathering of the surface, normal chalking, discoloration or fading due to exposure to sunlight, extremes of weather, mold, mildew, harmful chemicals, vapors or acid rain, or atmospheric pollution; impact of foreign objects, fire, wind, flood, lightning, earthquake, hail or other acts of God; or, the installation of accessory components or competitive products which



are incompatible with Westech products. This Warranty covers only unpainted products and is void if any paint, stain, varnish, sealer or other finish has been applied to the products.

All products will experience some discoloration when exposed to the elements for a sustained period. Normal weathering occurs as exposure to ultraviolet light and extremes of weather and atmosphere causes any surface to experience gradual and uniform appearance changes such as chalking, fading, or accumulating dirt or stains. Degrees of weathering vary depending on geographical location, air pollution, exposure and other factors. Westech warrants that its products will "weather" in a uniform manner consistent with the weathering standards established in ASTM Specification F 964. Any weathering change that occurs on a specific exposed face of the product in a manner that varies from panel to panel producing an uneven look will be considered a defect. Color or gloss disparities arising from products having been installed in different years or involving the installation of accessories or competitive products which are incompatible with Westech products will not be considered a defect.

Westech's ranch fencing profiles are engineered for superior durability and years of maintenance-free performance and are suitable for the containment of livestock. However, these products are not designed to withstand the physical abuse inflicted by aggressive or spirited animals determined to break through the fence. Products damaged by contained livestock will be evaluated for impact performance in compliance with the testing protocol set forth in ASTM Specification F 964, subsection 6.3. Products found to be in compliance with this performance standard will not be eligible for repair or replacement under this Warranty.

Registration Of Warranty And Transferability

This Warranty shall be valid only if, and after, the attached Warranty Registration Card is completed, signed by the original purchaser and installing contractor, and returned to Westech within 30 days after completion of installation of the products. The registered Warranty is transferable by the original property owner to any subsequent owner(s) of the property where Westech products were installed, provided each subsequent owner retains the original or a copy of the original bill of sale and Warranty card. Upon transfer to any subsequent owner(s), the Warranty converts to a 50-year, non-prorated Limited Warranty commencing with the starting date of the original installation of the products.

Claims And Remedies

IMPORTANT: ALL CLAIMS UNDER THIS WARRANTY MUST BE REPORTED TO WESTECH IN WRITING WITHIN THIRTY (30) DAYS OF THE DATE THAT THE DEFECT IS FIRST DISCOVERED OR REASONABLY COULD HAVE BEEN DISCOVERED. If you feel that your Westech product is defective, send your written notice to Westech at this address:

Westech Building Products, Inc.
Attn: Customer Service
P.O. Box 567
Mount Vernon, Indiana 47620
Fax: (812) 985-2925
E-mail: info@westechbp.com

This notice should include your name and address, the starting date of the original installation of the products, a copy of your original invoice or bill of sale confirming that the products were manufactured by Westech, and photographs of the claimed defective products if helpful. Westech must have a reasonable opportunity to inspect the product before repairs are begun. If your product contains manufacturing defects covered by this Warranty, Westech will, at its option, repair or replace the defective product, at a cost not to exceed the original purchase price of the product, or refund the original purchase price of the defective product. The Warranty period shall not be extended by any such repair, replacement, or refund settlements. Westech will not be liable for labor charges or other costs or expenses in connection with the repair, removal or installation of the original or replacement product. Westech may direct and pay a company, dealer, contractor, applicator or distributor to perform any remedy under this Warranty on Westech's behalf. Westech will make a reasonable effort to complete all repair or replacement work within 180 days after notice is received

unless adverse weather conditions prevent repair or replacement from being completed within that period.

WESTECH RESERVES THE RIGHT TO DISCONTINUE OR MAKE CHANGES IN ANY OF ITS PRODUCTS. IF THE PRODUCTS COVERED BY THIS WARRANTY ARE NOT AVAILABLE, WESTECH SHALL HAVE THE RIGHT TO SUBSTITUTE A PRODUCT THAT IN WESTECH'S SOLE DISCRETION IS OF EQUAL QUALITY OR VALUE. EXCEPT AS HEREIN STATED, WESTECH MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER, AND IN NO EVENT SHALL WESTECH BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO THE PRODUCTS COVERED BY THIS WARRANTY. NOT WITHSTANDING ANY OTHER TERMS OR CONDITIONS HEREIN, IN NO EVENT SHALL WESTECH'S LIABILITY TO ANY PROPERTY OWNER, SUPPLIER, DISTRIBUTOR, CONTRACTOR OR CONSUMER EXCEED THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS COVERED BY THIS WARRANTY, AT A COST NOT TO EXCEED THE ORIGINAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT, OR THE REFUND OF THE ORIGINAL PURCHASE PRICE OF THE DEFECTIVE PRODUCT, AT THE SOLE DISCRETION OF WESTECH. THIS SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF ANY PROPERTY OWNER, SUPPLIER, DISTRIBUTOR, CONTRACTOR OR CONSUMER, WHETHER THEIR CLAIMS ARISE OUT OF BREACH OF CONTRACT, WARRANTY, OR THE SOLE OR JOINT NEGLIGENCE OF WESTECH, OR RESULT IN DAMAGES INCLUDING, BUT NOT LIMITED TO EXEMPLARY, PUNITIVE, ATTORNEY'S FEES, INTEREST OR COSTS.

Some states and countries do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so that the above limitations or exclusions may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state or country to country.

Warranty is issued by Westech Building Products, Inc.

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