



# PHOENIX VINYL

PRODUCTS

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## Original Property Owner's Exclusive

## Transferable "Lifetime" Product Warranty

### Definition of Terms:

The term "Exclusive" means that the Original "Lifetime" Warranty is made exclusively and specifically to the named property owner(s) who is the original purchaser of Westech Fence's ("Westech") vinyl fence, deck, railing, and/or yard accessory product(s).

The term "Lifetime" means the actual full lifetime period (i.e. until death) of the original property owner/purchaser – but only if the purchaser remains as owner and primary occupant of the residence on which the products were originally installed on an uninterrupted basis. At such time that the original property owner/purchaser should no longer be the fulltime resident – for any reason (but including (a) the sale of the residence to another party – or - (b) the designation of the residence as an investment or rental property) – then the warranty coverage is automatically converted to a 50 year, non-prorated Limited Warranty with a starting date of the original installation.

### Coverage:

Westech's vinyl fence, deck, railing and yard accessory products are manufactured using quality raw materials and are produced with engineering excellence designed for years of maintenance-free performance. The manufacturer warrants that the vinyl fence, deck, railing and yard accessory products will not peel, rot, blister, rust, flake, chip, crack, corrode or be consumed by termites, solely because of defects in material, manufacturing, or exposure to ocean air (salt spray). Westech further warrants that its vinyl products are free from manufacturing defects in materials and workmanship for the lifetime of the original owner of the property on which the products were originally installed, when subjected to normal and proper use. If any part or portion of the fence, deck, railing or yard accessory product fails to perform as a result of manufacturing defects, the manufacturer warrants that the defect will be repaired or replaced (at the manufacturer's option). All such remedies will include replacement of the deficient materials, but shall be limited to the original purchase price of the installed product(s). Westech shall, at its sole discretion, have the right to refund the actual purchase price of the defective product in lieu of replacement.

### Uniform Weathering:

The term "Uniform Weathering" means the aesthetic appearance of the surface color of the installed fence, deck, railing or yard accessory product and does not refer to straightness or level appearance of the installed products. Exposure to exterior elements can be expected to cause a gradual and uniform color change. This can vary, dependent on geographical location and exposure. Westech warrants that its fence, deck, railing and yard accessory products will "weather" in a uniform manner. A defect will be defined as 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. All defects will be remedied by the repair or replacement of any affected panels (at the manufacturer's option), not to exceed the original purchase price. Color disparities arising from products having been installed in different years or involving the installation of accessory components or competitive products which are incompatible with Westech vinyl products will not be eligible for coverage under the terms of this Warranty.

### Livestock Enclosures:

Westech's ranch fencing profiles are engineered for superior durability and years of maintenance-free performance. The use of Westech products for containment of livestock is a commonly practiced occurrence but may not withstand the physical abuse from the livestock that it contains. Product claims resulting from damage caused by contained livestock will be subject to investigation as follows:

Damaged products will be evaluated for impact performance in compliance to testing protocol set forth in the American Society for Testing and Materials (ASTM) Standard Specification for Rigid Poly Vinyl Chloride (PVC) Exterior Profiles Used for Fencing - F-14, F-964, subsection 6.3. Materials found to be in compliance with the performance standards set forth in the referenced document will not be eligible for replacement under the terms of this product warranty. Materials tested and determined to be defective will be remedied by the repair or replacement (at the manufacturer's option) of all affected products, not to exceed the original purchase price. Color disparities arising from products having been installed in different years or involving the installation of accessory components or competitive products which are incompatible with Westech vinyl products will not be eligible for coverage under the terms of this Warranty.

**Registration:**

The accompanying Warranty Registration card must be completed and signed by the original purchaser and original installer and returned to Westech Fence within 30 days from installation date in order to become eligible for any recourse or transferability under this Warranty.

**Transfer of Warranty:**

The terms of this Warranty are transferable by the original property owner to any subsequent owner(s) of the property where Westech products were installed, provided each legal owner retains the original or a certified copy of the original bill of sale and Warranty card. Upon transfer to subsequent owners, the Warranty converts to a 50-year, non-prorated Limited Warranty with a starting date concurrent with the original installation date.

**Conditions Not Covered by this Warranty:**

Except for "uniform weathering" described above, this Warranty covers only the specified damages arising solely from defects in the manufacture of Westech fence, deck, railing and yard accessory products. It does not cover failure of or damage to such products resulting from faulty or improper fabrication, installation, settlement of the surface or structure on which the products are installed, failure of the structure (including foundations and walls), accidental damage or negligence, intentional acts of damage, fire, wind, flood, lightning, hail or other acts of God, misuse, abuse, improper or failure to provide reasonable and necessary care of the product, normal and uniform weathering of the surface, mildew, chalking, exposure to harmful chemicals, vapors or acid rain, surface discoloration due to atmosphere pollution, or the installation of accessory components or competitive products which are incompatible with Westech vinyl products. This Warranty covers only unpainted products and is inapplicable if the original purchaser or any subsequent property owners apply commercial finishes to the products.

**Conditions Precedent:**

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 vinyl fence, deck, railing and yard accessory products.

**Claims and Remedies:**

**IMPORTANT: ALL CLAIMS UNDER THIS WARRANTY MUST BE REPORTED TO WESTECH WITHIN THIRTY (30) DAYS OF THE DATE THAT THE DEFECT IS FIRST DISCOVERED OR REASONABLY COULD HAVE BEEN DISCOVERED.** 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 repair or replace, at its option, the defective part or portion in accordance with the terms, or refund the actual purchase price of the defective product. The Warranty period shall not be extended by any such repair, replacement, or refund settlements. Westech may direct and pay a company, dealer, contractor, applicator or distributor to perform any remedy under this Warranty on Westech's behalf. All repair or replacement work provided under this Warranty will be performed by Westech or its agents within 180 days after notice is received unless adverse weather conditions prevent repair or replacement from being completed within the 180-day period. If the repair or replacement is delayed from being completed due to adverse weather conditions, repairs and/or replacement will be scheduled as soon after the 180-day period as weather or labor conditions will reasonably permit.

**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, THE EXTENT OF WESTECH'S LIABILITY AND THE PROPERTY OWNER'S EXCLUSIVE REMEDY BEING LIMITED TO REPAIR, REPLACEMENT OR REFUND AS SET FORTH HEREIN.**

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.

\* Westech Fence is a division of Westech Building Products, Inc.