

# TRANSFERABLE LIMITED LIFETIME WARRANTY

Kroy Building Products, Inc. warrants its fence, deck, railing, and specialty products subject to the conditions and limitations listed herein, to be free from defective workmanship and materials, and when subject to normal and proper use, it is further warranted against surface peeling, rot, ground insects, splitting, corrosion, flaking, rusting and blistering, abnormal weathering or abnormal discoloration under conditions of normal use and service. Kroy Building Products, Inc. warrants only those products manufactured by it and the warranty extends only to the original purchaser unless the warranty is transferred according to terms specified herein.

The lifetime coverage of this warranty is designed to cover individual homeowners only. In the instance of Kroy fence, deck, railing or specialty products purchased by or installed upon the property owned by, for example, corporations, government agencies, partnerships, trusts, religious organizations, schools, condos or coop housing arrangements, or installed on apartment building or any other type of building or premises not used by individual homeowners at their residences, the warranty period will be thirty (30) years following the installation of the vinyl product.

## **Exclusions:**

Kroy Building Products, Inc. shall not be liable for and this warranty does not apply to any failure, defect or damage resulting from or connected with the following:

- A. defects not caused by Kroy (for example, but not limited to: accidents, misuse, improper applications or installations contrary to industry or Kroy standards)
- B. fence that has been painted or had its surface treated with other than approved chemicals
- C. fence subject to impact of foreign objects, tornado, hurricane, other violent storms, fire, air pollutants, normal weathering of surfaces, abnormal discolorations due to improper maintenance, discontinuation of products including colors or acts of God.
- D. hardware, gate, or accessory items; installation of these products or defects caused by their installation.
- E. Kroy Building Products Lifetime Warranty will not be applicable for products that are covered under a separate warranty such as Kroy's Gold Series Post and Rail Fence System

## **Warning:**

Kroy Building Products, Inc. and its employees are not qualified to approve, recommend or advise as to the suitability of this product for all possible end use applications. Your local code authority or fire marshal's office should be consulted as to its safety for its intended uses. Like other fencing materials, Kroy's fence cannot be expected to contain a horse or other large animal that wants to break the fence enclosing it, and therefore makes no representation about and does not warrant against such an occurrence.

## **Registration of Warranty:**

The warranty registration card must be completed, signed by the original purchaser, and the installing contractor and returned to Kroy within thirty (30) days after completion of installation of products in order for purchaser to be eligible for coverage under this warranty.

## **Transfer of Warranty:**

This warranty is transferable by the original owner to any subsequent owner of its property on a pro-rated bases, from the original date of installation, provided Kroy receives a written request of transfer, proof of the original purchase, and a \$100 transfer fee payable to Kroy Building Products, Inc. within thirty (30) days from the date of real estate title transfer. Failure to request of to transfer the warranty to the new owner and pay the specified transfer fee will relieve Kroy of any further obligation under this warranty. In event of transfer of the warranty as provided above, the warranty period will be pro-rated as follows:

During the first ten (10) years after the date of original installation of the product, Kroy will at its option replace the product or refund the original cost of the material based on Kroy's list price at the date of purchase. Beginning in the eleventh (11<sup>th</sup>) year through the twenty-eighth (28<sup>th</sup>) year, Kroy's responsible will decrease by 5% per year until at the end of the twenty-eight (28<sup>th</sup>) year when Kroy's responsible will limited to 10% of the original cost of the material based on Kroy's list price at date of purchase for the remaining warranty period. The warranty period shall not be extended by any repairs or replacement.

## **Claims and Remedies:**

A claim under this warranty must be reported in writing with proof of purchase, to Kroy Building Products, Inc., P.O. Box 636, York, NE 68467 within thirty (30) days of the date that the defect is first discovered or reasonably could be discovered. A reasonable time should be allowed for inspection purposes, or at Kroy's option, freight to our premises to be prepaid by the purchaser for examination of the alleged defective product. Kroy shall be the sole judge of whether or not the fencing is defective and whether the defect is due to manufacturing defects. If, after its inspection Kroy determines the claim is in accordance with the terms of this Limited Warranty, then Kroy agrees at its option to replace the section or part of the product, or refund the prevailing cost of this fence in your geographical area at the time of replacement or the original pro-rated purchase price, whichever shall be less. This warranty does not cover the cost of installation of any defective products or the cost of installation of any replacement product furnished under

the terms of the warranty. The foregoing express warranty excludes all other warranties, express or implied, including any warranty of fitness for a particular purpose, or of merchantability. No incidental or consequential damage will be paid. No statement, remark, agreement, representation, promise or understanding, oral or written, made by Kroy Building Products, Inc. or any agent thereof, with is not contained or authorized herein, will be recognized by Kroy Building Products, Inc. for consumer purchase implied warranties or merchantability and fitness for a particular purpose are not excluded. Some states may not allow limitations of incidental or consequential damages or limitations on how long an implied warranty last; so many limitations may not apply to you. This warranty gives specific rights and there may also be other legal rights, which vary from state to state. By acceptance and use of this product, purchaser agrees, that Kroy Building Products, Inc. liability and the purchaser's exclusive remedy for breach of any warranty shall be limited in all events to replacement of any section or part of this product which shall be returned to Kroy Building Products, Inc. and which is found to be defective.