

TRANSFERABLE LIMITED LIFETIME WARRANTY — VINYL FENCING

WHO IS COVERED:

- The limited lifetime warranty covers single-family residential properties only. This limited warranty extends to the original purchaser and one (1) individual transferee as specified herein.
- A thirty (30) year limited warranty covers any other type of building or property including those owned by corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums, homeowner associations, cooperative housing arrangements and apartment buildings. The warranty period will be thirty (30) years following the original date of Product purchase.

WHAT IS COVERED: Nobility Fence warrants that its vinyl fencing products (“Product”) will be free from defects in material and workmanship for the warranty period. This limited warranty is valid beginning on the date of Product purchase.

Nobility Fence warrants the Product against peeling, flaking, rotting, chipping, cracking, blistering, or abnormal discoloration/fading* under normal atmosphere and weather conditions.

**After prolonged exposure to outdoor environments, all products will experience some gradual fading over time and is considered normal (up to a standard variation determined by Delta E color measurement, not to exceed Delta 5). Degrees of fading vary depending on geographical location, air pollution, exposure and other factors.*

WHAT THIS WARRANTY DOES NOT COVER: This limited warranty will not cover a change in color due to a buildup of accumulation of stains, dirt, mold, mildew or any other deficiency caused by lack of any maintenance by the owner. This limited warranty does not cover damage resulting from: misuse, abuse, improper storage or handling, improper installation, other vinyl products and accessories not manufactured by Nobility Fence, or manufactured for specific use in vinyl fence applications; impact of foreign objects, fire, earthquake, flood, lightning, hail, hurricane, tornado or other casualty or act of God; movements, distortion,

collapse or settling of ground or structure on which the fence is installed; distortion or melting due to external heat sources; fence that has been painted, varnished, or coated over manufacturer's finish. This limited warranty does not cover costs of removal or disposal of product, or reinstallation of replacement product.

WHAT NOBILITY FENCE DOES TO REMEDY THE PROBLEM: Should your Nobility Fence product prove defective under warranty, visit the website or call the phone number listed below. Nobility Fence requires written notice or phone call within thirty (30) days of discovering the defect and you must show original proof of purchase receipt. You will be required to provide to Nobility Fence pictures and/or samples of the defective Product. If it is determined by Nobility Fence, in its sole discretion, the Product has a manufacturer defect in material or workmanship, Nobility Fence will replace or repair with new or equivalent products; labor is not included in warranty. If the Product is discontinued, Nobility Fence will repair or replace the Product with a product in comparable quality or price range.

Nobility Fence reserves the right to discontinue or modify any of its products, including the color of its products without notice to the purchaser. Nobility Fence does not warrant that any replacement material will match or be identical to the original Product as replacement products may vary in color or gloss in comparison to the original Product as a result of normal weathering.

TRANSFEEE COVERAGE: Limited lifetime warranty coverage will be extended to one (1) transferee with the following limitations: the one (1) transfer shall only be from residential homeowner (original Product purchaser) to a second homeowner. After a transfer, the warranty is valid thirty (30) years from the date of the original purchase.

The thirty (30) year limited warranty for commercial installations cannot be transferred.

REGISTRATION: To activate this warranty, fill out the product registration form on the website listed below. Registration of Product must be within thirty (30) days from date of Product purchase for warranty to be valid.

Except as expressly set forth in this warranty, Nobility Fence HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATION, WARRANTY, PROMISE, GUARANTEE OR OTHER ASSURANCE OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, RELATING TO THE PRODUCT. STATE LAW WILL DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT YOU MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NO DISTRIBUTOR, DEALER OR OTHER PERSON IS AUTHORIZED BY NOBILITY FENCE TO CHANGE THIS WARRANTY OR TO MAKE ANY ADDITIONAL REPRESENTATION, WARRANTY, PROMISE, GUARANTEE OR OTHER ASSURANCE ON BEHALF OF NOBILITY FENCE RELATING TO THE PRODUCT. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY STATE TO STATE.

LIMITATION OF LIABILITY: THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND NOBILITY FENCE'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. NOBILITY FENCE'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL NOBILITY FENCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THIS WARRANTY IS VALID ONLY IN THE UNITED STATES AND CANADA.

This warranty can also be found online at **NobilityFence.com** or by calling **724-981-6054**.