

BACKYARD AMERICA VINYL PRODUCTS LIMITED LIFETIME WARRANTY

Subject to the conditions and limitations listed herein, Backyard America, warrants its vinyl fence, pergola, deck and railing products, to be free from defective workmanship and materials and, when subject to normal and proper use, against surface peeling, rot, ground insects, splitting, corrosion, flaking, rusting and blistering, abnormal weathering or abnormal discoloration. Backyard America warrants only those products fabricated by it.

This warranty extends only to the original purchaser, except as specifically provided herein. This warranty does not cover the cost of installing any product, the cost of removing or disposing of any product or the cost of installing any replacement product furnished under the terms of the warranty.

The lifetime coverage of this warranty only covers Backyard America products used on residential property where the owner resides, during the owner's lifetime. The warranty period for products installed on property that is not residential property where the owner resides, including but not limited to schools, condominiums, apartment buildings and rental property – or on property owned by other owners including but not limited to corporations, government agencies, partnerships, trusts, religious organizations and cooperatives will be thirty (30) years following the installation of the products and is limited to the original owner (non-transferable).

Exclusions

Backyard America shall not be liable for and this warranty does not apply to any failure, defect or damage resulting from or connected with the following:

- Installation or handling of products after they leave our facility, including any lack of performance or improper performance in any way by the contractor or other installer
- Abnormal use of the products
- The application of paint, varnish or other coating or chemical not approved by Backyard America or the application of heat or radiation from an external source such as a barbecue grill, another appliance, fire or reflection from windows or doors
- Any lack of compatibility between our products and any other product not manufactured by us that causes damage to or failure of our products
- Labor, transportation or installation costs
- Color or pattern variance between any new replacement section or piece and other sections or pieces. (We reserve the right to discontinue or modify any product line or color without notifying the original purchaser. If the original product is not available, we retain the right to choose to provide replacement material of equal value or quality.)
- Damage caused by, among other things, weathering, oxidation, mold, mildew, settling of the building, failure of the structure (including foundations and walls), use of incompatible accessories, fire, flood, lightning, ice, wind-borne objects, earthquake, hurricane, sun, cyclone, gale, tornado, weather of a catastrophic nature, acts of God, intentional acts, unreasonable use, misuse, physical abuse, vandalism, riot, insurrection or

civil disorder, accidents or corrosive atmospheres (such as those contaminated by acid rain, harmful chemicals or vapors)

- Color change due to weathering that is even and equal when exposed to the same or similar sunlight and other environmental conditions is excluded from the warranty because weathering will cause any colored surface to gradually lighten, darken, chalk or accumulate dirt or stains (the severity of these conditions depends on air quality, the geographic location of the property, and other local conditions over which Backyard America has no control)
- Installation of hardware, gates, or accessory items or defects caused by their installation
- Damage from large animals (including but not limited to horses)
- Other defects not caused by Backyard America

Warning

BACKYARD AMERICA AND ITS EMPLOYEES ARE NOT QUALIFIED TO APPROVE, RECOMMEND OR ADVISE AS TO THE SUITABILITY OF BACKYARD AMERICA PRODUCTS FOR ALL POSSIBLE USES OR APPLICATIONS. THE LOCAL BUILDING CODE AUTHORITY OR FIRE MARSHAL'S OFFICE SHOULD BE CONSULTED ON THE SAFETY AND SUITABILITY OF ANY BACKYARD AMERICA PRODUCT FOR A PROPOSED USE. BACKYARD AMERICA PRODUCTS CANNOT BE EXPECTED TO CONTAIN LARGE ANIMALS (INCLUDING BUT NOT LIMITED TO HORSES) AND THEREFORE BACKYARD AMERICA MAKES NO REPRESENTATION ABOUT AND DOES NOT WARRANT AGAINST THE FAILURE OR BREACH OF ANY SUCH CONTAINMENT.

Claims and Remedies

A claim under this warranty must be reported in writing, with proof of purchase, to Backyard America, 8527 Phoenix Dr., Manassas, VA 20110, within thirty (30) days of the date that the defect is first discovered or reasonably could be discovered. Backyard America will then have a reasonable time to inspect or, at Backyard America's option, to have the product shipped at the owner's expense, prepaid, to Backyard America for examination of the alleged defect. Backyard America shall be the sole judge of whether the product is defective and whether the defect is due to manufacturing. If, after its inspection, Backyard America determines the claim is in accordance with the terms of this Limited Lifetime Warranty, then Backyard America will, at its option, replace the defective section or part or provide a refund according to the following schedules:

Residential property where the owner resides

0 to 15 years, full purchase price of products.

15 to 25 years, 50% of purchase price of products.

25+ years, 5% of purchase price of products.

All other owners and uses (limited to original owner)

0 to 15 years, full purchase price of products.

15 to 25 years, 50% of purchase price of products.

25 to 30 years, 5% of purchase price of products.

THE FOREGOING EXPRESS WARRANTY EXCLUDES ALL OTHER EXPRESS WARRANTIES. ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, IS LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTY CONTAINED IN THIS WARRANTY DOCUMENT, UNLESS A SHORTER PERIOD IS PERMITTED BY LAW. IN NO EVENT WILL BACKYARD AMERICA BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF BREACH OF THIS WARRANTY OR THE PURCHASE, INSTALLATION, OWNERSHIP, OR USE OF BACKYARD AMERICA BUILDING PRODUCTS. YOUR EXCLUSIVE REMEDY AND BACKYARD AMERICA'S EXCLUSIVE LIABILITY FOR ANY BREACH OF WARRANTY IS LIMITED TO WHAT APPEARS IN THIS DOCUMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS, AND YOU MAY HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE.