



Merchants Metals®

the first name in fence solutions

MERCHANTS METALS
Non-Prorated Limited Warranty

 **EverGuard®**

Who and What are Covered by this Warranty

Merchants Metals warrants to the original purchaser/homeowner that its vinyl fence, deck and railing products will be free from manufacturing defects - including peeling, flaking, blistering, rotting and corroding - when subject to normal and proper use.

This warranty is for the lifetime of the original purchaser (and as long as the original purchaser is still living and retains ownership of the property), for all vinyl fences, deck and railing products. Should any defect occur during the warranty period, Merchants Metals will repair or replace, at its option, the defective fence, deck or railing products. In lieu of repair or replacement, Merchants Metals also reserves the right to refund the amount paid by the original owner for the Merchants Metals fence; deck or railing product and such refund shall full discharge all obligations and liabilities of Merchants Metals under this warranty.

In no event shall Merchants Metals be liable or responsible for labor charges or other expenses arising from or pertaining to the removal or installation of either the original or replacement product.

Should Merchants Metals repair or replace a defective product under the terms of this warranty, the original warranty shall apply to the repaired or replaced fence, deck or railing product, and will extend for the balance of the warranty period in effect at the time the material proved defective.

This warranty automatically terminates upon the sale of the property or death of the last of the individuals that owned the property at the time of installation.

The lifetime coverage offered by this warranty for Merchants Metals products is applicable only to single family residences. In the case of fence, deck or railing product material that is installed upon any other type of building or premises, the warranty period will be 30 years following the installation of the fence, deck or railing.

Warranty Limitations

This warranty does not apply to or provide protection against any failure, defect or damage resulting from events or conditions that are beyond normal exposure or customary usage, including, but not limited to: • misuses, abuse, neglect or improper handling or storage; • improper installation; • Use of accessories or other products which do not properly receive and/or secure Merchants Metals's fence, deck and railing products; • impact of foreign objects, fire, earthquake, flood, lightning, hail, hurricane, tornado or other casualty or act of God; • movements, distortion, collapse or settling of the ground or structure on which the fence, deck or railing product is installed; • damage by horses or other large animals that may impact a fence in which they are enclosed; • discoloration or other damage caused by air pollution (including but not limited to metal oxides or metallic particles), mildew, exposure to harmful chemicals or normal weathering from the elements; or • any other cause not involving manufacturing defects in the material supplied by Merchants Metals; and

Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere, which will cause any colored surface to gradually fade, chalk, or accumulate dirt or stains. The severity of any condition depends on the geographical location of the fence, deck or railing products, the cleanliness of the air in the area, and many other influences over which Merchants Metals has no control. Merchants Metals shall have sole discretion to determine, based on reasonable criteria, whether the fence, deck or railing products is suffering from normal weathering.

This warranty does not apply to any fence, deck or railing product which has been painted, varnished or on which any other substance has been applied over the manufacturer's original finish.

The homeowner/purchaser acknowledges and agrees that Merchants Metals may, without notice to the homeowner/purchaser, discontinue or modify any of its products, including, without limitation, the style, size or color. Merchants Metals shall not be liable in the event replacement material varies from the original product. If Merchants Metals replaces any material under this warranty, it may substitute products designated by Merchants Metals to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

Transferability of the Warranty

This warranty is not transferable, with the exception of the following circumstances: This warranty may be transferred only by the original homeowner/purchaser and only on one occasion, upon compliance with the following requirements. Within thirty (30) days from the date of the transfer of the real property, the original homeowner/purchaser shall deliver to Merchants Metals (i) a written request for transfer of the warranty, (ii) proof of the original purchase of the Merchants Metals products, and (iii) a \$100 transfer fee payable to Merchants Metals. Failure to comply timely with each of the foregoing requirements will terminate this warranty and relieve Merchants Metals of any further obligation or liability under this warranty. Time is of the essence. During the first ten (10) years after the date of original installation of the products, a duly transferred warranty shall remain in full force and effect as to all products covered thereby. After such ten (10) year period, Merchants Metals' responsibility and liability under a duly transferred warranty shall decrease by five percent (5%) per year. At no time, however, shall Merchants Metals' responsibility under this warranty for fence, deck and railing products be less than 10 percent (10%) of the original homeowner/purchaser's original purchase price for the material.

Other Conditions

THIS WARRANTY REPLACES, SUPERSEDES AND EXCLUDES ALL OTHER WARRANTIES, ORAL, WRITTEN OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MERCHANTS METALS BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSON THEREIN RESULTING FROM THE BREACH OF THIS WARRANTY. MERCHANTS METALS DOES NOT AUTHORIZE ITS FIELD REPRESENTATIVE, DISTRIBUTORS OR DEALERS TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON, OR THE EXCLUSION OF, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights, and you may also have other rights that may vary from state to state.

What the Customer Must Do

The homeowner/purchaser must properly notify Merchants Metals in writing of any manufacturing defect and provide proof of the date of purchase and installation, as well as proof of property ownership. All notifications should be sent to Merchants Metals, P.O. Box 170729, Birmingham, Alabama 35217-0729, Attention: Warranty Claim Department. The consumer may be required to submit a sample of the defective material to Merchants Metals for analysis. Merchants Metals will then investigate the claim and may examine the material claimed to be defective. If a defect covered by the warranty is confirmed, Merchants Metals, within a reasonable amount of time after the inspection, will repair or provide replacement material for the fence, deck or railing product, or refund the amount paid by the original owner for the fence, deck or railing product and accessories, per the terms of this warranty.

This warranty is effective for products purchased after January 1, 2012.

CERTIFICATE NO.

CERTIFICATE NO.

APPLICATION FOR TRANSFER OF PVC FENCE AND DECK PRODUCTS

This is to certify that on _____, 20_____,

I, _____
(Original Home Owner)

at _____
(Address of Installation)

have sold to _____
(New Home Owner)

(Signature of Original Purchaser)

I have read and accept the terms and conditions of the Merchants Metals PVC Fence and Deck Products Warranty.

Date _____ Signature of New Home Owner _____

CERTIFICATE NO.

Date of Installation: _____

WARRANTY REGISTRATION AND VALIDATION SYSTEM

All information must be complete in order to place the warranty on your purchase into effect. Complete only one registration per installation and product and MAIL WITHIN TEN DAYS.

Home Owner: _____ Home Owner Telephone: (____) _____

Address and Location: Street: _____ City: _____ State: _____ Zip: _____

HOME OWNER'S SIGNATURE _____ **DATE** _____

Dealer Name: _____

Street: _____ City: _____ State: _____ Zip: _____

DEALER SIGNATURE _____ **DATE** _____

LIST THE FOLLOWING INFORMATION OF EACH PROFILE

SIZE

LENGTH

COLOR

NAME _____

ADDRESS _____

PLACE
STAMP
HERE

MERCHANTS METALS

P.O. BOX 170729

BIRMINGHAM, AL 35217-0729

ATTENTION: WARRANTY DEPARTMENT

NAME _____

ADDRESS _____

PLACE
STAMP
HERE

MERCHANTS METALS

P.O. BOX 170729

BIRMINGHAM, AL 35217-0729

ATTENTION: WARRANTY DEPARTMENT