Merchants Metals®
the first name in fence solutions

EverGuard®

Complete and mail in now.

1. **Complete this Warranty Registration Form**
2. **Tear off**
3. **Place in envelope with proof of purchase.**

Mail to:
MERCHANTS METALS
c/o Homeland Vinyl Products, Inc.
P.O. Box 170729
Birmingham, AL 35217-0729
Attn: Warranty Department

WARRANTY LIMITATIONS

THIS WARRANTY REPLACES, SUPERSEDES, AND EXCLUDES ALL OTHER WARRANTIES, ORAL, WRITTEN OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, USAGE OF TRADE, CUSTOM OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR 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 STRUCTURES, THEIR CONTENTS, OR ANY PERSON THEREIN, RESULTING FROM A BREACH OF THIS WARRANTY OR THE PURCHASE, INSTALLATION, OWNERSHIP, OR USE OF MERCHANTS METALS.

MERCHANTS METALS DOES NOT AUTHORIZE ITS FIELD REPRESENTATIVES, DISTRIBUTORS, OR DEALERS TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY.

PURCHASER'S EXCLUSIVE REMEDY AND MERCHANTS METALS' EXCLUSIVE LIABILITY FOR ANY BREACH OF WARRANTY IS LIMITED TO WHAT APPEARS IN THIS DOCUMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON, OR THE EXCLUSION OF, IMPLIED WARRANTIES, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

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VINYL FENCE PROFILES & VINYL RAIL PROFILES

LIMITED WARRANTY

FENCE AND RAIL LIMITED WARRANTY

WHO AND WHAT ARE COVERED BY THIS WARRANTY
This warranty is given to (1) the original purchaser, or (2) the owner(s) of the property at the time of installation, if different from the original purchaser (collectively, the "Purchaser") of vinyl fence and rail profiles manufactured by Merchants Metals. ("Merchants Metals"). For purposes of this warranty, a "Residential Purchaser" shall refer to a single-family residential homeowner and a "Commercial Purchaser" shall refer to any Purchaser other than a Residential Purchaser. Subject to the exclusions and limitations set forth herein, Merchants Metals warrants to the Purchaser that its vinyl fence and rail profiles (the "Products") will be free from manufacturing defects – including peeling, flaking, blistering, rotting and corroding – when subject to normal and proper use.

WARRANTY PERIOD
The warranty period is for the life of a residential purchaser (30 years for a Commercial Purchaser). The warranty automatically terminates upon the sale of the property or death of the Purchaser.

WARRANTY REMEDIES
Should any covered defect occur during the warranty period, Merchants Metals will, at its option, repair or provide replacement Products for the defective Products. In lieu of repair or providing replacement Products, Merchants Metals also reserves the right to refund the amount paid by the Purchaser for the original Products and such refund shall fully 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 related to the installation or removal of either the original or replacement Products.

WARRANTY EXCLUSIONS
This warranty covers only manufacturing defects in material or workmanship of Merchants Metals and, without limitation, does not include any failure, defects, expenses, or damages attributable to:

Failure to provide reasonable and necessary maintenance;

Improper installation (including inadequate reinforcement of finished products);

Bowing of pickets (Refer to MERCHANTS METALS Fence Fabrication Guideline for ways to reduce the natural tendency for fence panels to bow due to heat buildup);

C1158-RevB 20-276 - POP

Continued Inside

Distortion due to exposure to heat sources, including but not limited to building or pavement heat build-up, outdoor grills, and reflected sunlight from windows, doors or other surfaces;

Color change due to normal weathering. Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere that will cause any colored surface to gradually fade, chalk, or accumulate dirt or stains. When sunlight is partially blocked by a roof, trees, awnings or the like, uneven weathering may occur. Merchants Metals shall have sole discretion to determine, based on reasonable criteria, whether the Products are undergoing normal weathering;

Color or pattern variation on any variegated Products;

Color or pattern variation between any replacement Products and remaining original Products. Merchants Metals reserves the right to discontinue or modify any product line or color without notifying the Purchaser. If the original Product is not available, Merchants Metals may choose to provide replacement Products of equal value or quality;

Discoloration or other damage caused by air pollution, mildew, exposure to chemicals (including, but not limited to sunscreens, insect repellents, acids or bases, rust, lime, fertilizers, herbicides, or solvents);

Misuse, abuse, neglect or improper shipping, handling or storage;

Damage caused by horses or other large animals;

Use of accessories or other components which are incompatible with the Products;

Movement, distortion, settling or collapse of the ground or structure on which the Products are installed;

Impact of foreign objects, fire, earthquake, flood, lightning, tornado, hail or other casualty or act of God;

Damage caused by other circumstances and causes beyond Merchants Metals' control;

Any other cause not involving manufacturing defects in the Products.

This warranty does not apply to any Product which has been painted, varnished, or on which any other substance not approved by Merchants Metals has been applied over the original finish.

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See important limitations on back.

REGISTRATION AND TRANSFER OF WARRANTY

To obtain coverage under this warranty, the warranty must be registered within thirty (30) days after completion of the installation of the Products. The attached registration card must be completed and returned along with proof of purchase to: Merchants Metals, P.O. Box 170729, Birmingham, AL 35217-0729, Attn: Warranty Registration.

This warranty is not transferable, with the following exception: The warranty may be transferred only by the original Purchaser and only one (1) time to a subsequent buyer of the property on which the Products were originally installed. Within thirty (30) days from the date of the transfer of the property, the original Purchaser shall deliver to Merchants Metals a written Application for Transfer of Warranty, along with proof of the original purchase of Merchants Metals. 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 covered Products. After such ten year period, Merchants Metals' responsibility under such duly transferred warranty shall decrease by five percent (5%) per year. At no time, however, shall Merchants Metals' responsibility under this warranty be less than ten percent (10%) of the original Purchaser's price for the Products. Time is of the essence, and failure to comply with the foregoing requirements will terminate this warranty and relieve Merchants Metals of any further obligation under this warranty.

WHAT THE PURCHASER MUST DO

A claim under this warranty must be reported in writing, with proof of purchase, to Merchants Metals, P.O. Box 170729, Birmingham, AL 35217-0729, Attn: Warranty Department within thirty (30) days of the date that the defect is first discovered or reasonably could have been discovered. Purchaser must include proof of purchase, copy of government issued photo ID, proof of property ownership, MERCHANTS METALS warranty certificate number, and a statement describing the claimed defect. Merchants Metals may request additional information. Merchants Metals will then have a reasonable time to inspect or, at Merchants Metals' option, to have the product or a sample of the product shipped at the Purchaser's expense to Merchants Metals for inspection and analysis of the claimed defect. Merchants Metals shall be the sole judge of whether the product is defective and whether the defect is due to manufacturing.

If Merchants Metals determines that the claim is within the terms of this Limited Warranty, then Merchants Metals will, at its option, provide replacement Products or provide a purchase price refund for the Product under the terms and limitations described herein. In the event of repair or replacement, the original warranty shall apply to the repaired or replaced portion of the Products, and will extend for the balance of the warranty period in effect at the time the material proved defective.

This warranty is effective for purchases of Products on or after April 11, 2020.

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LIMITED WARRANTY REGISTRATION AND VALIDATION SYSTEM

Date of Installation: _____

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 THIRTY (30) DAYS, along with a copy of your proof of purchase.

Purchaser Name: _____ Telephone: _____

Address of Installation: _____

Product Supplier name: _____

Description of Products: TYPE, SIZE, COLOR, QUANTITY, ETC. _____

I have read and accept the terms and conditions of the Merchants Metals Limited Warranty.

Date: _____ Signature of Purchaser: _____