

### **Who and What are covered by this Warranty**

Viking Manufacturing Inc. warrants to the original purchaser/homeowner that its vinyl fence 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 and railing products. Should any defect occur during the warranty period, Viking Manufacturing Inc. will repair or replace, at its option, the defective fence or railing products. In lieu of repair or replacement, Viking Manufacturing Inc. also reserves the right to refund the amount paid by the original owner for the Viking Manufacturing Inc. fence or railing product and such refund shall full discharge all obligations and liabilities of Viking Manufacturing Inc. under this warranty. In no event shall Viking Manufacturing Inc. 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 Viking Manufacturing Inc. repair or replace a defective product under the terms of this warranty, the original warrant shall apply to the repaired or replaced fence 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 Viking Manufacturing Inc. is applicable only to single family residences. In the case of fence or railing product material that is installed upon any other type of building or premises, the warranty period will be 20 years following the installation of the fence or railing. This excludes gates, hardware, & mahogany top wood products. Some normal fading may occur, but this is slight. Yellowing is not fading and is covered under the warranty

### **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 Viking Manufacturing Inc.'s fence 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 or railing product is installed; improper handling, storage, and delivery; improper installation; heat sources placed too close to vinyl; 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 Viking Manufacturing Inc. 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 geographic location of the fence or railing products, the cleanliness of the air in the area, and many other influences over which Viking Manufacturing Inc. has no control. Viking Manufacturing Inc. shall have sole discretion to determine based on reasonable criteria, whether the fence or railing products is suffering from normal weathering. This warranty does not apply to any fence or railing product which has been painted, varnished or on which any other substance has been applied over the manufacturer's original finish. This also applies to any alterations. The homeowner/purchaser acknowledges and agrees that Viking Manufacturing Inc. may, without notice to the homeowner/purchaser discontinue or modify any of its products, including, without limitation, the style, size or color. Viking Manufacturing Inc. shall not be liable in the event replacement material varies from the original product. If Viking Manufacturing Inc. replaces any material under this warranty, it may substitute products designated by Viking Manufacturing Inc. 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 warranty may be transferred only by the original homeowner/purchaser 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 Viking Manufacturing Inc. (i) a written request for transfer of the warranty, (ii) proof of the original purchase of the Viking Manufacturing Inc. products, and (iii) a \$100 transfer fee payable to Viking Manufacturing Inc. Failure to comply timely with each of the foregoing requirements will terminate this warranty and relieve Viking Manufacturing Inc. 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, Viking Manufacturing Inc.'s responsibility and liability under a duly transferred warranty shall decrease by five percent (5%) per year. At no time, however, shall Viking Manufacturing Inc.'s responsibility under this warranty for fence and railing products be less than 10 percent (10%) of the original homeowner/purchaser's original purchase price for the material. Material value may be prorated depending on the number of years in existence.

### **Other conditions**

THIS WARRANTY REPLACES, SUPERSEDES AND EXCLUDES ALL OTHER WARRANTIES, ORAL, WRITTEN OR IMPLIED, INCLUDING, WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE IN NO EVENT SHALL Viking Manufacturing Inc. 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. VIKING MANUFACTURING INC. DOES NOT AUTHORIZE ITS FIELD REPRESENTATIVE, DISTRIBUTORS OR DEALERS TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DON'T ALLOW

LIMITATIONS ON, OR THE EXCLUSION OF, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR IMPLIED WARRANTIES OF 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/purchasers must promptly notify Viking Manufacturing Inc. writing of any manufacturing defect and provide proof of purchase and installation, photographs, as well as proof of property ownership. All notifications should be sent to Viking Manufacturing, Inc., Harris Industrial Park Bldg. #46, 328 South 2nd St. Millville, NJ 08332, Attention: Warranty Claim Department. The consumer maybe required to submit a sample of the defective material to Viking Manufacturing Inc. for analysis. Viking Manufacturing Inc. will then investigate the claim and may examine the material claimed to be defective. If a defect covered by the warranty is confirmed, Viking Manufacturing Inc., within a reasonable amount of time after the inspection, will repair or provide replacement material for the fence or railing product, or refund the amount paid by the original owner for the fence or railing product and accessories.

***This warranty is effective for products purchased after Jan 1st, 2009.***

**By digitally signing this document, you agree to all of the above.**