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## Elegant Fence & Railing Warranty

### **WHAT AND WHO IS COVERED FOR HOW LONG**

Elegant warrants to the original homeowner/consumer that its vinyl fencing, decking and railing products will be free from manufacturing defects - including peeling, flaking, blistering and corroding - when subject to normal and proper use.

Should any defect occur during the lifetime of the original purchaser (and as long as the original purchaser is still living and retains ownership of the property), Elegant will repair or replace, at its option, the defective fencing, decking or railing product. Elegant also reserves the right to refund the amount paid by the original owner for the fencing, decking or railing (but not including the cost of its initial installation).

In the event of repair or replacement under the terms of this warranty, the warranty on the repaired or replaced fencing, decking or railing material will extend for the balance of the warranty period in effect at the time the material proves defective.

The lifetime coverage offered by this warranty automatically ends upon the sale of the property or death of the last of the original owners of the property at the time of installation.

The lifetime coverage offered by this warranty is designed to cover individual homeowners only. In the case of fencing, decking or railing material purchased by, or installed upon property owned by, corporations, government agencies, partnerships, trusts, religious organizations, schools, condominiums or cooperative housing arrangements, or installed on apartment buildings or any other type of building or premises not used by individual homeowners as their residences, the warranty period will be 30 years following the installation of the fence, deck or railing.

### **LIMITATIONS**

This warranty does not provide protection against any failure, defect or damage caused by situations and events beyond normal exposure conditions, including but not limited to:

Misuse, abuse, neglect or improper handling or storage; Improper installation or installation not in strict adherence to Elegant's written instructions; Use of accessories which do not properly receive and/or secure Elegant fencing, decking and railing; Impact of foreign objects, fire, earthquake, flood, lightning, hail, hurricane, tornado or other casualty or act of God; Movement, distortion, collapse or settling of the ground or structure on which the fencing, decking or railing is installed; Any other cause not involving manufacturing defects in the material supplied by Elegant;



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The fencing, decking and railing is not warranted against 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.

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 fencing, decking or railing, the cleanliness of the air in the area, and many other influences over which Elegant has no control.

Notwithstanding anything set forth above, the fencing, decking and railing is warranted against yellowing of the product due to normal weathering from the elements.

Elegant shall have sole discretion to determine, based on reasonable criteria, whether the fencing, decking or railing is suffering from normal weathering. If the fencing, decking or railing weathers to a degree determined by Elegant to be beyond normal, Elegant will either repair or provide replacement material, at its option, for the defective fencing, decking or railing. Elegant also reserves the right to refund the amount paid by the original owner for the fencing, decking or railing material and accessories (but not including the cost of its initial installation).

This warranty does not apply to fencing, decking or railing which has been painted, varnished or coated over the manufacturer's original finish.

Elegant reserves the right to discontinue or modify any of its products, including the color, without notice to the homeowner/consumer, nor shall Elegant be liable in the event the replacement material may vary in color or gloss in comparison to the original product as a result of normal weathering. If Elegant replaces any material under this warranty, it may substitute products designated by Elegant to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

#### **WHAT THE CUSTOMER MUST DO**

The homeowner/consumer must promptly notify Elegant 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 Elegant's appointed local sales distributor.

The consumer may be required to submit a sample of the defective material to Elegant for analysis. Elegant will then investigate the claim and may examine the material claimed to be defective. If a defect covered by this warranty is confirmed, Elegant, within a reasonable amount of time after the inspection, will repair or provide replacement material for the fencing, decking or railing, or refund the amount paid by the original owner for the fencing, decking or railing, and accessories, per the terms of this warranty.



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This warranty is effective for products purchased after Jan 1, 2008.

## **CARE AND MAINTENANCE**

While Elegant vinyl fencing, decking and railing resists most common household stains like oil and grease, it will become dirty like any other product that is exposed to atmospheric conditions. Chalk may also accumulate on the surface. This is a normal condition for all pigmented materials which are constantly exposed to sunlight and the elements. Soil, grime and chalk can be simply removed with the help of your garden hose and a bucket of soapy water.

If especially stubborn stains cannot be removed with normal household detergents, request a cleaner from your contractor. Always test cleaner on an inconspicuous area before full use.

In normal condition, our vinyl fence is free from mildew, but mildew may be a problem in some bad weather condition areas. It appears as black spots on surface dirt and is usually first detected in areas not subjected to rainfall, such as under eaves and porch enclosures. For removal, prepare a solution as shown. Caution: greater concentrations may cause damage to the vinyl materials.

### **Mix together:**

- 1/3 cup detergent (Tide, for example)
- 2/3 cup Trisodium Phosphate (Soilax, for example)
- 1 quart 5% Sodium Hypochlorite (Clorox, for example)
- 3 quarts of water

If the above solution does not readily remove the mildew spots, request a mildew-type cleaner from your contractor.

The chemical agents referenced herein may be hazardous to the user or to the environment. Be sure to follow all precautions and warnings on the product label, and particularly those which may be necessary to prevent personal injury. Please dispose of these chemical agents in a manner prescribed by the manufacturer. If you are unsure how to use or how to dispose of these chemical agents, contact the manufacturer of these products for instructions.

## **IMPORTANT: FIRE SAFETY INFORMATION**

Exterior vinyl building materials require little maintenance for many years. Nevertheless, common sense dictates that builders and suppliers of vinyl products store, handle and install vinyl materials in a manner that avoids damage to the product and/or the structure. Owners



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and installers should take a few simple steps to protect vinyl building materials from fire. Rigid vinyl fencing, decking and railing are made from organic materials that will melt or burn when exposed to a significant source of flame or heat. Building owners, occupants and outside maintenance personnel should always take normal precautions to keep sources of fire, such as barbecues and combustible materials, such as dry leaves, mulch and trash, away from vinyl fencing, decking and railing.