HOMELAND® VINYL PRODUCTS, INC.

**Complete and mail in now.**

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

**Mail to:**
**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, WHETHER ORAL, WRITTEN, OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, USAGE OF TRADE, CUSTOM OR OTHERWISE. HOMELAND VINYL SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HOMELAND VINYL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, THAT ARE NOT SET FORTH IN THIS WRITTEN WARRANTY.

IN NO EVENT SHALL HOMELAND VINYL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO STRUCTURES, THEIR CONTENTS, OR ANY PERSON, LOSS OF USE, REVENUES, OR PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, CLAIMS OF THIRD PARTIES, OR ANY OTHER PECUNIARY LOSS ARISING FROM OR RELATED TO SALE, USE, OR INABILITY TO USE THE PRODUCTS, AND WHETHER RESULTING FROM A BREACH OF THIS WARRANTY OR THE PURCHASE, SALE, INSTALLATION, OWNERSHIP, OR USE OR INABILITY TO USE THE PRODUCTS. IN NO EVENT SHALL HOMELAND VINYL'S TOTAL LIABILITY TO PURCHASER EXCEED THE PURCHASE PRICE OF THE DEFECTIVE PRODUCT. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH DAMAGES MAY BE SOUGHT.

HOMELAND VINYL DOES NOT AUTHORIZE ITS FIELD REPRESENTATIVES, DISTRIBUTORS, OR DEALERS TO OFFER OR PROVIDE ANY WARRANTY THAT IS NOT SET FORTH IN THIS WRITTEN WARRANTY, OR TO CHANGE, ALTER, OR MODIFY THE TERMS OF THIS WARRANTY.

PURCHASER'S EXCLUSIVE REMEDY AND HOMELAND VINYL'S EXCLUSIVE LIABILITY FOR ANY BREACH OF WARRANTY IS LIMITED TO WHAT IS SET FORTH IN THIS DOCUMENT. BY PURCHASING HOMELAND VINYL PRODUCTS AND ACCEPTING THIS WARRANTY, THE WARRANTY HOLDER EXPRESSLY WAIVES ANY RIGHT TO PARTICIPATE AS A PLAINTIFF, CLASS MEMBER, OR REPRESENTATIVE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR OTHER SIMILAR PROCEEDING AGAINST HOMELAND VINYL RELATING TO THIS WARRANTY OR THE PRODUCT IT COVERS.

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.

HOMELAND® VINYL PRODUCTS, INC.

**Homeland Vinyl Products, Inc.**
**Toll Free: 800-999-6813**
**http://homelandvinyl.com/resources/documents/**

HOMELAND® VINYL PRODUCTS, INC. **FENCE & RAIL**

# LIMITED WARRANTY

**WHO AND WHAT ARE COVERED BY THIS WARRANTY**
This warranty is limited to (1) the original purchaser of vinyl fence and rail profiles manufactured by Homeland Vinyl Products, Inc. (the "Products"), or (2) the owner(s) of the property where the Products are installed at the time of installation, if different from the original purchaser, (collectively, the "Purchaser"). 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, Homeland Vinyl warrants to the Purchaser that the Products will be free from manufacturing defects – including peeling, flaking, blistering, rotting, and corroding – when subject to normal and proper use and only if installed correctly according to Homeland Vinyl's installation instructions.

**WARRANTY PERIOD**
The warranty period is for the life of a Residential Purchaser or 30 years for a Commercial Purchaser. This Warranty automatically terminates upon the sale of the property by the original Purchaser of Homeland Vinyl's product or the death of the Purchaser.

**DUTY TO INSPECT**
**IT IS THE PURCHASER'S OBLIGATION TO INSPECT THE PRODUCTS AT TIME OF INSTALLATION.** Within 30 days of installation, the Purchaser shall inspect all visible and accessible parts of the Products to identify any defects in materials or workmanship AND report any defects in the Products that may have been missed by the installer. If Purchaser fails to inspect and report any apparent defects within 30 days of installation, Homeland Vinyl reserves the right to deny any such warranty claim.

**WARRANTY REMEDIES**
Should any covered defect occur and be reported to Homeland Vinyl during the warranty period, Homeland Vinyl will, at its option, repair or provide replacement Products for the defective Products. In lieu of repair or providing replacement Products, Homeland Vinyl may, at its sole discretion, refund the amount paid by the Purchaser for the original Products. Any replacement or refund by Homeland Vinyl shall fully discharge all obligations and liabilities of Homeland Vinyl under this warranty. In no event shall Homeland Vinyl be liable or responsible for labor charges or any other expenses arising from or related to the installation or removal of either the original or replacement Products.



Continued Inside

**WARRANTY EXCLUSIONS**

This warranty covers only manufacturing defects in material or workmanship of Homeland Vinyl and, without limitation, does not include any failure, defects, expenses, or damage attributable to:

- Failure to provide reasonable and necessary maintenance; Improper installation (including inadequate reinforcement of finished products or installation that violates local building codes);
- Bowing of pickets (refer to Homeland Vinyl Products' Fence Best Practices for ways to limit fence panels from bowing or warping due to heat buildup);
- Distortion or warping due to exposure to heat sources, including but not limited to building or pavement heat build-up, outdoor grills, fire pits, space heaters, mirrors, or 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, furniture, rugs, awnings, or the like, uneven weathering may occur. Homeland Vinyl shall have sole discretion to determine whether the Products have undergone normal weathering;
- Color or pattern variation on any variegated Products (refer to the Purchasing and Installing Homewood Colors Best Practices for more information.);
- Color or pattern variation between any replacement Products and remaining original Products. Homeland Vinyl reserves the right to discontinue or modify any product line or color without notifying the Purchaser. If the original Product is not available, Homeland Vinyl may choose to provide replacement Products of equal value or quality;
- Discoloration or other damage caused by air pollution, mildew, or exposure to chemicals (including, but not limited to, sunscreens, insect repellants, acids or bases, rust, lime, fertilizers, herbicides, or solvents);
- Misuse, abuse, neglect, or improper, shipping, handling, or storage;
- Damage caused by excessive force;
- Damage caused by installer's use of unauthorized equipment, products, or methods at time of installation;
- 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, hurricane, violent storm, earthquake, flood, lightning, tornado, hail, or other casualty or act of God;
- Damage caused by other circumstances and causes beyond Homeland Vinyl's control; and
- Any other cause unrelated to 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 Homeland Vinyl has been applied over the original finish.

**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: Homeland Vinyl Products, Inc., 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 one time and only between the original Purchaser and the next 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 Homeland Vinyl a written Application for Transfer of Warranty, along with proof of the original purchase of Homeland Vinyl Products. 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 in effect as to all covered Products. After such ten-year period, Homeland Vinyl's responsibility under such duly transferred warranty shall decrease by five percent (5%) per year. At no time, however, shall Homeland Vinyl's 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 Homeland Vinyl 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 Homeland Vinyl Products, Inc., P.O. Box 170729, Birmingham, AL 35217-0729, Attn: Warranty Department within thirty (30) days of installation, or the date that the defect reasonably could have been discovered. Purchaser must include proof of purchase, copy of government issued photo ID, proof of property ownership, registered warranty certificate number, and a statement describing the claimed defect. Homeland Vinyl may request additional information, including photos. Homeland Vinyl will have a reasonable time to inspect or, at Homeland Vinyl's option, to have the Product or a sample of the Product shipped at the Purchaser's expense to Homeland Vinyl for inspection and analysis of the claimed defect. Homeland Vinyl shall have the sole authority to evaluate whether Products are defective and whether any such defects are attributable to manufacturing.

If Homeland Vinyl determines that a claim is covered by this Limited Warranty, Homeland Vinyl 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 February 1, 2025.

**See important warranty limitations.**

***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: _____

E-mail Address: _____

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 Homeland Vinyl Products Limited Warranty.

Date: _____ Signature of Purchaser: _____