



LAMINATED PVC FENCING SOLUTIONS BY FENCETRAC®

## LIFETIME LIMITED WARRANTY

**Statement of Warranty:** This warranty is given to either (1) the original purchaser or (2) the owner(s) of the property at the time of installation, if different from the original purchaser (collectively hereinafter "Purchaser"), of UltraBlend™ (hereinafter "Manufacturer"). For purposes of this warranty, a "Residential Purchaser" shall refer to a single-family residential homeowner and "Commercial Purchaser" shall refer to any Purchaser other than a single-family residential homeowner.

Except as set forth in the exclusions, limitations and restrictions set forth below, Manufacturer warrants to a Residential Purchaser that for the lifetime of the product (20 years for a Commercial Purchaser), the Products will, from the date of the original purchase, be free from material defects in workmanship and materials that (1) occur as a direct result of the manufacturing process, (2) occur under normal use and service, (3) occur during the warranty period and (4) result in splitting, cupping, splintering, blistering, peeling, flaking, cracking, rotting or structural damage.

**Exclusions from Warranty Coverage:** Manufacturer does not warrant against, is not responsible for, and no implied warranty shall be deemed to cover, any product failure, product malfunction, or damages attributable to: (1) improper installation of the Products and/or failure to abide by the Manufacturer's installation guidelines, including but not limited to; (2) use of the Products beyond normal use, or in an application not recommended by the Manufacturer's installation guidelines and/or local building codes; (3) movement, distortion, collapse or settling of the ground; (4) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.); (5) variations or changes in color of Products; (6) normal weathering of surfaces; (7) improper handling, storage, abuse or neglect of the Products by Purchaser or third parties.

Purchaser is solely responsible for determining the effectiveness, fitness, suitability and safety of the Products in connection with their use in any particular application.

**Obtaining Warranty Performance:** If Purchaser discovers a defect in any of the Products covered under this Limited Warranty during the applicable warranty period, Purchaser must, within thirty (30) days from the discovery of the alleged defect, but no later than the end of the applicable warranty period, notify Manufacturer in writing.

Purchaser must include in this notification proof of purchase and a statement explaining the defect. Manufacturer may request additional information. It is a further condition of this Warranty that the Manufacturer will, within a reasonable period of its receipt of such notice, be permitted to inspect the claimed defect. After reviewing all information, Manufacturer will make a determination regarding the validity of such claim. If Manufacturer determines Purchaser's claim is valid, Manufacturer will, at its option, either replace the defective Products or refund the portion of the purchase price paid by Purchaser for such defective Products (not including the cost of its initial installation).

The Manufacturer will not be liable for labor and/or removal costs connected with the claim. Replacement material will be provided that is as close as possible in color, design and quality as the replaced material, but Manufacturer does not guarantee an act match as colors and design may change. In the event of repair or replacement, the original warranty shall apply to the repaired or replaced portion of UltraBlend™ and will extend for the balance of the warranty period in effect at the time the material proved defective.

**Transfer of Warranty:** This warranty may be transferred one (1) time, within the five (5) year period beginning from the date of original purchase by Purchaser, to a subsequent buyer of the property upon which the Products were originally installed.

THE WARRANTY STATEMENTS CONTAINED IN THIS LIFETIME LIMITED WARRANTY SET FORTH THE ONLY WARRANTIES EXTENDED BY FENCETRAC® AND ARE IN LIEU OF ALL OTHER CONDITIONS AND WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PROVISIONS OF THIS WARRANTY SHALL CONSTITUTE THE ENTIRE LIABILITY OF AND THE PURCHASER/PROPERTY OWNERS EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY. IN PARTICULAR, IN NO EVENT SHALL BE LIABLE TO THE PURCHASER/PROPERTY OWNER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM THE USE OF THE PRODUCTS OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.

The laws of some states and provinces do not allow the exclusion, limitation or variation of certain conditions or warranties implied by legislation so the above limitations or exclusions may not apply to you. This Lifetime Limited Warranty gives you specific legal rights and you may also have other rights that vary from state to state and province to province.

REGISTER BY MAIL: Please complete and mail to:

FenceTrac®  
22 N. Garnett Road  
Tulsa, OK 74116

SIGNATURE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

INSTALLING CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE OF INSTALLATION: \_\_\_\_\_