

# Original Owner's Exclusive Product Warranty

## Definition of Terms:

The term 'Vinyl Solutions' means Vinyl Solutions Limited

The term 'Exclusive' means that the Original Warranty is made exclusively and specifically to the named customer(s) who are the original purchaser of Vinyl Solutions' vinyl deck, fence and/or railing product(s).

The term 'Warranty Period' means the length of time the vinyl deck, fence and/or railing product(s) are covered by Warranty.

The term 'Product(s)' means 'Vinyl Solutions' vinyl deck, fence and/or railing products.

## Warranty Period:

Vinyl Solutions' uPVC installations have a 10-year Warranty Period. The Warranty Period includes timber subframes, if applicable, unless the installation is dismantled for relocation on or after a date 5 years from original installation.

In this event, a 5-year Warranty Period would apply to the subframes only, which may or may not require a chargeable replacement before re-installation takes place.

## Coverage:

The Product(s) are manufactured using quality raw materials and are produced with engineering excellence designed for years of low maintenance performance. The manufacturer warrants that the Product(s) will not peel, rot, blister, rust, flake, chip, crack, corrode or be consumed by insects, solely due to defects in material, manufacturing, or exposure to coastal air (salt spray). Vinyl Solutions' further warrants that its Product(s) are free from manufacturing defects in materials and workmanship for the Warranty Period from the date which the Product(s) were originally installed, when subjected to normal and proper use. Vinyl Solutions' warrants that the timber subframes shall not be consumed by Fungal Rot, Dry Rot, Decay and/or insect attack. If any part or portion of the Product(s) fail to perform as a result of manufacturing defects, the manufacturer warrants that the defect will be repaired or replaced (such option to be determined by the manufacturer).

All such remedies will include replacement of the deficient materials but shall be limited to the original purchase price of the installed Product(s). Vinyl Solutions shall, at its sole discretion, have the right to refund the actual purchase price of the defective Product(s) in lieu of replacement.

### **Uniform Weathering:**

The term 'Uniform Weathering' means the aesthetic appearance of the surface colour of the installed Product(s) and does not refer to straightness or level appearance of the installed Product(s). Exposure to exterior elements can be expected to cause a gradual and uniform colour change. This can vary, dependent on geographical location and exposure. Vinyl Solutions' warrants that its Product(s) will 'weather' in a uniform manner. A defect will be defined as any weathering change that occurs on a specific exposed face of the Product(s) in a manner that varies from panel to panel producing an uneven look. All defects will be remedied by the repair (treatment) or replacement of any affected panels (such option to be determined by the manufacturer), not to exceed the original purchase price. Colour disparities arising from Product(s) having been installed in different years or involving the installation of accessory components or competitive products which are incompatible with Vinyl Solutions' Product(s) will not be eligible for coverage under the terms of this Warranty.

***Chiltern Deck Board Range:*** Chiltern deck boards (Excel boards) are manufactured using multi-colour processing technology resulting in natural effect streaks, tones, and colour variation. This means no two boards are manufactured the same and thus provides an unparalleled natural appearance. Dual wood grain patterning further enhances the look and ensures excellent slip resistance.

### **Commencement of Warranty:**

The Commencement of the Warranty will begin automatically from the installation date. No action is required as all Product(s) information is held on Vinyl Solutions' database.

The decking number found on the branded plaque should be quoted thereafter for all Warranty matters and other queries. Depending on the nature of the enquiry, Vinyl Solutions may also seek proof of purchase from a holiday park operator or a retail customer / deck user. Where a branded plaque is not available, a call to Vinyl Solutions' offices is required to check the Warranty status.

## **Transfer of Warranty:**

The terms of this Warranty are transferable by the original owner/user to any subsequent owner/user where the decking remains unmoved and unaltered.

The Warranty may, subject to absolute discretion of Vinyl Solutions, be transferable to a new location provided that the move is arranged by Vinyl Solutions and undertaken by a Vinyl Solutions approved installer. Limitations of the Warranty apply in this case to timber sub-frames (see Warranty Period above).

**Important Note: Removal / Refitting / Extending / Modifying of Vinyl Solutions' Product(s) by any third party that is not Vinyl Solutions approved, shall render any remaining Warranty as void.**

## **Conditions Not Covered by this Warranty:**

Except for 'uniform weathering' described above, this Warranty covers only the specified damages arising solely from defects in the manufacture of Product(s).

It does not cover failure of or damage to such Product(s) resulting from faulty or improper fabrication or installation when installed by a third party that is not a Vinyl Solutions' company, dealer, contractor, installer or distributor.

In addition, it does not cover settlement of the surface or structure on which the Product(s) are installed, failure of the structure (including foundations and walls), accidental damage or negligence, intentional acts of damage, fire, wind, flood, lightning, hail or other acts of God, misuse, abuse, improper use or failure to provide reasonable and necessary care of the Product(s), damage from movement of furniture and other heavy accessories, normal and uniform weathering of the surface, mildew, exposure to harmful chemicals, vapours or acid rain, surface discoloration due to atmospheric pollution, or the installation of accessory components or competitive products which are incompatible with the Product(s).

This Warranty covers only unpainted Product(s) and is inapplicable if the original purchaser or any subsequent product owners apply commercial finishes to the Product(s).

## Claims and Remedies:

All claims under this Warranty must be reported to Vinyl Solutions within thirty (30) days of the date that the defect is first discovered or reasonably could have been discovered.

Vinyl Solutions must be afforded reasonable opportunity to inspect the Product(s) before repairs are agreed. If the Product(s) contains manufacturing defects covered by this Warranty, Vinyl Solutions will repair or replace, at its option, the defective part or portion in accordance with the terms or refund the actual purchase price of the defective Product(s). The Warranty Period shall not be extended by any such repair, replacement or refund settlements.

Vinyl Solutions may direct and pay a company, dealer, contractor, installer or distributor to perform any remedy under this Warranty on Vinyl Solutions' behalf. All repair or replacement work provided under this Warranty will be performed by Vinyl Solutions or its agents within 45 days after notice is received unless adverse weather conditions prevent repair or replacement from being completed within the 45-day period.

If the repairs and/or replacement are delayed from being completed due to adverse weather conditions, repairs and/or replacement will be scheduled as soon after the 45-day period as weather or labour conditions will reasonably permit.

**Vinyl Solutions reserves the right to discontinue or make changes in any of its Product(s). If the Product(s) covered by this Warranty are not available, Vinyl Solutions shall have the right to substitute a Product(s) that in Vinyl Solutions' sole discretion is of equal quality or value.**

Except as herein stated, Vinyl Solutions makes no implied, statutory or otherwise, including without limitation, warranties as to merchantability, fitness for a particular purpose, or any other matter, and in no event shall Vinyl Solutions be liable for any incidental, special or consequential damages with respect to the Product(s) covered by this Warranty. The extent of Vinyl Solutions' liability and the Product(s) owner's exclusive remedy being limited to repair, replacement or refund as set forth herein. However, nothing in this Warranty will limit or exclude any liability for death or personal injury resulting from Vinyl Solutions' negligence.