

Four-Season Protection™ - Limited Lifetime Warranty



Euramax Canada, Inc. (the Manufacturer) warrants to the original owner at the time of installation, that its vinyl railing and vinyl gutter product (the Product) will be free from manufacturing defects, while subject to normal and intended use, and when installed according to instructions supplied by the Manufacturer, for the life of the original owner's interest in the property. The Product is further warranted, while subject to normal and intended use, against surface peeling, flaking, rot, corrosion not associated with chemical contact and abnormal discoloration due to weathering for the life of the original owner's interest in the property. Warranty expense is limited to replacement of material in the form originally supplied to the original owner. If the specific Product is no longer available, the Manufacturer's liability will be limited to original sales value of Product supplied, or current value, whichever is less, or to replacement with alternative Product at the Manufacturer's option. The Manufacturer does not imply warranty under circumstances not specifically stated in this warranty statement and will act in good faith on each claim or concern that is filed.

EXCLUSIONS:

The Manufacturer shall not be liable for, and this warranty does not apply to any failure, defect or damage resulting from or connected with the following:

- A) Defects not caused by the Manufacturer (for example, but not limited to: accidents, misuse, abuse, improper applications or installations contrary to industry standards or not in accordance with approved installation instructions, unauthorized modifications).
- B) Product that has been painted, sprayed with chemicals or had its surface treated.
- C) Impact of foreign objects, tornado, hurricane, other violent storms, fire, air pollutants, color modification, discontinuation of products including its color or acts of God.

Product which experiences color change due to normal weathering is excluded from this warranty (including non-uniform, fading and color changes resulting from unequal exposure of the Product to the sun and elements). For the purpose hereof, the term "normal weathering" means exposure to ultraviolet (sun) light, and extremes of temperature and atmosphere which will cause any colored or painted surface to fade, darken, chalk or acquire a surface accumulation of dirt or stains. The severity of these conditions depends on air quality, the geographic location of the property at which the Product is installed, and other local conditions over which the Manufacturer has no control.

LIMITATIONS:

This limited lifetime warranty automatically ends upon the transfer of ownership of the property by the original owner resulting from sale or death. This limited lifetime warranty is designed to cover individual homeowners only. In the case where the Product is purchased by, or installed upon property owned by corporations, governmental 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 the original owner as their residence, the warranty period will be 20 years from the date of installation of the Product. Warranty is limited to replacement or refund of defective part.

TRANSFERABILITY:

This limited lifetime warranty is not transferable to subsequent owner(s), except in the case where the original purchaser installs the Product for the original owner.

WARNING:

The Manufacturer and its employees are not qualified to approve, recommend or advise as to the suitability of this product for all possible end use applications. Your local building code authority or Fire Marshall's office should be consulted as to Product safety for intended use.

The foregoing express warranty excludes all other warranties, express or implied, including any warranty of fitness for a particular purpose, or of merchantability. No incidental or consequential damages will be paid. No statement, remark agreement, representation, promise or understanding, oral or written, made by the Manufacturer or any agent thereof, which is not contained or authorized herein, will be recognized by the Manufacturer. For consumer purchases implied warranties or merchantability and fitness for a particular purpose are not excluded. Some jurisdictions may not allow the limitation of incidental or consequential damages or limitations on how long an implied warranty lasts; so certain limitations may not apply to you. This warranty gives specific rights and there may also be other legal rights that vary from jurisdiction to jurisdiction. By acceptance and use of this product, purchaser agrees that the Manufacturer's liability and the purchaser's exclusive remedy for breach of any warranty shall be limited in all events to replacement of any section or part of the Product which shall be returned to the Manufacturer and which is found to be defective. All claims must be presented within a reasonable time after discovery.

Liability for replacement of any Product shall be based upon either the original sales value of the Product, or replacement value, which ever shall be less. The Manufacturer shall have the right to elect to refund a monetary amount equal to its liability for replacement.

This warranty does not cover cost of installation of any defective Product or the cost of installation of any replacement Product furnished under the terms of this warranty.

Notice of any defect must be given in writing to:

canadainfo@euramax.ca OR Euramax Canada, Inc., 26 Lorena Street
Barrie, Ontario, Canada, L4N 4P4