SOUTHERN VINYL MANUFACTURING
VINYL FENCE & RAILING
LIMITED WARRANTY

Southern Vinyl Manufacturing ("SVM") warrants to the purchasing homeowner (the "Purchaser") that the components of his/her SVM vinyl fence or railing ("SVM Products"), as applicable, will be free from manufacturing defects, including peeling, flaking, blistering and corroding when subject to normal and proper use, subject to the following terms and conditions. Should any manufacturing defect occur during the lifetime of the Purchaser (and provided that the Purchaser is still the homeowner at the time such defect is reported), SVM, at the sole option of SVM, will repair or replace the defective material or the defective parts. Such repair or replacement of the defective material shall be the Purchaser's sole remedy against SVM and the Purchaser hereby waives any and all other claims the Purchaser may have against SVM with respect to the SVM Products.

Limitations

In the event of any repair or replacement of SVM Products under this limited warranty, SVM shall not be liable for labor charges or other expenses incurred in connection with removal or installation of either the original or replacement SVM Product. Such labor charges and other expenses shall be the responsibility of Purchaser. SVM reserves the right to refund the amount paid by the Purchaser for the SVM Product instead of repairing or replacing the defective SVM Product. In the event of repair or replacement under the terms of this limited warranty, the original Limited Warranty shall apply to the repaired or replaced SVM Product and will extend for the balance of the original Limited Warranty period only. The coverage offered by this Limited Warranty automatically ends upon the earlier of the sale of the real property where the SVM Product was originally installed or death of the last of the Purchasers. This Limited Warranty is given to only the Purchaser identified herein and may not be assigned or transferred to anyone not identified herein as Purchaser. Any purported assignment or transfer in violation of the foregoing shall be void and of no force and effect.

In the event an SVM Product is purchased by or installed upon property owned by a corporation, governmental agency, partnership, trust, religious organization, school, condominium, homeowner association, cooperative housing arrangement, apartment building or any other type of building or any other premises not consisting of a single family home owned and used by an individual homeowner as his/her primary residence; the Limited Warranty period will be limited to twenty (20) years from the installation date where the SVM Product was used. The Limited Warranty for gate fabrication and parts is limited to two (2) years from such installation date. Gates are not covered for damage and/or defects due to wind, slamming/extensive force or improper installation.

SVM does not warrant installation or defects caused by installation. This Limited Warranty is void if any of the following occurs: (a) im-proper application techniques or failure to install the SVM Products in accordance with applicable codes and restrictions; (b) misuse, abuse, neglect, improper storage, or negligence with respect to the SVM Product, by Purchaser or any other individual or entity other than SVM; (c) altering or changing the SVM Products, including, without limitation, by use of applied heat, welding, solvents, epoxies or any other alterations beyond the manufacturer's control; (d) impact of objects, fire, flood, hurricane, tornado, wind storms, casualty, or "Acts of God"; (e) painting the surface of the SVM Products; or (f) Purchaser purchases the SVM Product from any person or entity other than an authorized SVM dealer or distributor. This Limited Warranty expressly excludes the following: (i) routine maintenance of the SVM Products; (ii) damages or defects due to ordinary wear and tear; (iii) adverse effects of air pollution, mold and normal weathering of surfaces; and (iv) damage caused by heat sources other than direct sunlight, such as reflected sunlight from windows. SVM does not recommend or approve SVM Product for all possible end use applications. The appropriate local code authority should be consulted as to its safety and applicability for intended usage.

SVM reserves the right to discontinue or modify any SVM Products, without notice to Purchaser. SVM shall not be liable in the event the replacement SVM Product varies in color or gloss level in comparison to the original SVM Product as a result of normal weathering or if a SVM Product has been discontinued or changed. If SVM replaces or repairs any SVM Product under this limited warranty, it may substitute products determined by SVM to be of comparable quality or price range.

If any defect appears which Purchaser believes is covered by this Limited Warranty, Purchaser must notify SVM in writing at SVM's principal office, currently located at 2010 Smithfield Way, Kinston, NC 28504, within thirty (30) days of discovery of the defect, but in any event prior to the expiration of the relevant Limited Warranty period. Failure to notify promptly SVM within such thirty (30) day period shall relieve SVM of any responsibility or liability for such alleged defect. Upon receipt of written notice, SVM will perform an inspection of the alleged defect, and will endeavor to correct any defect which is covered by this Limited Warranty within a reasonable time. Any attempts by Purchaser or anyone else other than SVM to repair, replace or correct an alleged defect prior to inspection by SVM shall result in this Limited Warranty becoming null and void with respect to such alleged defect.

THE STATEMENTS CONTAINED IN THIS LIMITED WARRANTY SET FORTH THE ONLY WARRANTIES EXTENDED BY SOUTHERN VINYL MANUFACTURING AND ARE IN LIEU OF ALL OTHER WARRANTIES. EXCEPT FOR THE WARRANTIES PROVIDED IN THIS LIMITED WARRANTY, SVM SPECIFICALLY EXCLUDES AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR OTHERWISE, ON ANY SVM PRODUCTS AND DOES NOT ADOPT ANY OTHER MANUFACTURERS' WARRANTIES. IF SVM CANNOT LAWFULLY DISCLAIM OR EXCLUDE ANY IMPLIED WARRANTY UNDER APPLICABLE LAW, THEN TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ANY CLAIMS UNDER SUCH IMPLIED WARRANTIES SHALL EXPIRE ON THE EXPIRATION OF THE WARRANTY PERIOD. NO EMPLOYEE, PRINCIPAL, OR AGENT OF SVM, OR ANY DISTRIBUTOR OR DEALER OF SVM PRODUCTS HAS THE AUTHORITY TO CHANGE THE TERMS OF THIS LIMITED WARRANTY, AND IN ANY EVENT THIS LIMITED WARRANTY MAY NOT BE MODIFIED OR AMENDED, EXCEPT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SVM.

THE PROVISIONS OF THIS LIMITED WARRANTY SHALL CONSTITUTE THE ENTIRE LIABILITY OF SVM AND THE PURCHASER'S EXCLUSIVE REMEDY FOR BREACH OF SVM'S WARRANTY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SVM SHALL NOT BE LIABLE TO THE PURCHASER FOR INCIDENTAL, INDIRECT, SPECULATIVE, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH ANY CLAIM RELATING TO THE SVM PRODUCTS OR FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON THE SVM PRODUCTS, AND SVM'S LIABILITY TO PURCHASER SHALL NEVER EXCEED THE LESSER OF PURCHASER'S ACTUAL DAMAGES OR THE COST OF THE SVM PRODUCTS.

This warranty applies to all SVM Products purchased after December 1, 2018.

LIMITED WARRANTY REGISTRATION

Please complete all information, provide proof of purchase and mail within 10 days of purchase to register your Limited Warranty. Failure to properly register your Limited Warranty shall release Southern Vinyl Manufacturing from all liability with respect to the Limited Warranty.

Southern Vinyl Manufacturing
Attn: Warranty Services
2010 Smithfield Way
Kinston, NC 28504

Name/Property Name: _____

Address: _____

City:_____ State: _____ Zip: _____

Phone: _____ Email: _____

(Please note: If product was installed at multiple addresses, please include separate sheet with all addresses.)

Dealer:_____ City: _____

Installer: _____ City: _____

Installation Date:_____ SVM's Dealer PO#/Inv# _____

Style of Fence or Railing: _____ Color:_____