

LIFETIME COMPOSITES LLC
Lifetime -Residential Fencing Limited Warranty

What is Warranted and for How Long

Lifetime Composites LLC (“Lifetime Composites”) warrants to the original residential purchaser/homeowner (“Purchaser”), subject to the terms and conditions below, that its Lifetime Lumber Fencing Product (“Product”), under normal residential use and service conditions, will not rot or suffer structural damage from termites or fungal decay as a direct result of material defects in workmanship or materials, for as long as the Purchaser retains ownership of the residential property on which the Product was installed. In the event a defect occurs during the warranty period, Purchaser shall notify Lifetime Composites, in accordance with the procedures specified below, and upon confirmation by Lifetime Composites of the defect, Lifetime Composites’ liability under this warranty will be limited to Lifetime Composites, at its exclusive option, replacing defective Product, or such portion of Product that Lifetime Composites has confirmed is defective, without charge, at the place of installation or the place of purchase or, alternatively, refunding the original purchase price for such defective Product, or such portion of Product that Lifetime Composites has confirmed is defective, subject to a pro-rated reduction as follows: The pro-rated reduction shall commence after expiration of the first fifteen (15) years and shall be 8% each year or portion thereof until the expiration of the twenty-fifth year from the date of original purchase, at which time the reduction shall remain at 80% for the duration of the warranty period.

This warranty shall not cover and Lifetime Composites shall not be responsible for labor charges or other costs incurred with removal or installation of either the original or replacement Product. In the event of replacement under the terms of this warranty, the original warranty shall apply to the replaced portion of the Product and will continue for the balance of the warranty period in effect at the time the Product proved defective.

Who is Covered

For purposes of this limited warranty, “residential purchaser/homeowner” and “Purchaser” shall mean an individual residential homeowner. This warranty shall not apply to Product installed upon any property owned by businesses, government agencies, schools, religious organizations, partnerships, trusts, condominium association or cooperative housing arrangements, apartment buildings, or any other type of building or premises not owned and used solely by individual homeowners as their residence.

This limited warranty shall automatically terminate upon the sale, foreclosure or other transfer of the residential property upon which the original or replacement Product was installed or upon the death of the last of the original owners of such property at the time of purchase of the Product.

How to Make a Claim

In the event Purchaser believes that Product is defective, Purchaser must notify Lifetime Composites in writing at 4175 E. La Palma, Anaheim, CA 92807 within thirty (30) days of the date the claimed defect was first discovered. Notice must include a description of the alleged defect, a picture of the defective Product, and proof of the date of purchase. Lifetime Composites may request proof of ownership of the property upon which the Product was installed. Lifetime Composites may also require that a sample of the allegedly defective Product be shipped to Lifetime Composites for examination. If Lifetime Composites’ investigation of the claim discloses a defect covered by this warranty, Lifetime Composites will perform its obligations under this warranty to the extent Lifetime Composites determines the Product or portion thereof actually manifests the defect. Lifetime Composites reserves the right to inspect any Product that is alleged to be defective prior to its removal from the customer or installation location. Lifetime Composites shall not be liable for any actions or expenditures incurred prior to Lifetime Composites’ written acknowledgement of its responsibility under this warranty.

Limitations

This limited warranty does not apply to any failures, defects, damage, or other conditions caused by any of the following events or conditions:

1. Misuse, abuse, neglect or improper handling, storage, care or maintenance, including but not limited to storage, installation, handling or care and maintenance contrary to Lifetime Composites' written product instructions (including its installation guide, care and maintenance or other product instructions).
2. Movement, distortion, collapse or settling of the ground or structure upon which the Product is installed.
3. Damage or other condition caused by modifications or alterations not performed by Lifetime Composites, impact from foreign objects, lightning, hurricane, tornado, earthquake or other acts of God, or by fire, explosion or other casualty.
4. Staining or discoloration from foreign substances (such as paints or other surface coatings, improper cleaning solutions, dirt, oil, grease, etc.) or environmental conditions (such as mold, mildew, air pollution, etc.).
5. Any defect or failure caused by attachments or accessories (such as fasteners, hooks, etc.) affecting the Product not supplied by Lifetime Composites.
6. Damage by abuse, vandalism, or improper use.
7. Normal weathering (defined as exposure to sunlight, weather, and atmosphere conditions which will cause any colored surface gradually to fade, flake, chalk, or accumulate dirt or stains).
8. Normal wear and tear.
9. Any other cause or condition not involving defects in the Product as supplied by Lifetime Composites, other than rot or structural damage from termites or fungal decay.

Purchaser is solely responsible for determining the effectiveness, suitability and safety of any particular use or application of the Product. Building code regulations vary from jurisdiction to jurisdiction. Purchaser should consult local building and safety codes for specific requirements.

This warranty does not cover claims for variations or changes in color in the Product. Lifetime Composites reserves the right to discontinue or modify any of its products, including the color, without notice to consumer. Lifetime Composites shall not be liable in the event the replacement Product may vary in color or gloss in comparison to the original Product as a result of weathering or normal wear and tear. If Lifetime Composites replaces any Product under this warranty, it may substitute Product designated by Lifetime Composites to be comparable in quality or price range in the event the Product initially installed has been discontinued or modified.

LIFETIME COMPOSITES' LIABILITY SHALL BE LIMITED SOLELY TO ITS RESPONSIBILITIES UNDER THIS WARRANTY. EXCEPT FOR THE EXPRESS WARRANTY DESCRIBED ABOVE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AND THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCT AND NO WARRANTY SHALL BE IMPLIED BY OPERATION OF LAW OR OTHERWISE. IN NO EVENT SHALL LIFETIME COMPOSITES BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND (WHETHER BASED ON THEORIES OF CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE), INCLUDING ANY DAMAGE TO ANY BUILDING, ITS CONTENTS OR TO ANY PERSON. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

No variation or change in this warranty will be binding upon Lifetime Composites unless made in writing and signed by an officer of Lifetime Composites.

This warranty gives you specific legal rights and remedies, and you may also have other rights which vary from state to state.

This warranty applies to Product purchased by Purchaser on or after May 1, 2008.

This warranty shall apply and be enforceable only in the United States of America and Canada.