

## **Direct Fencing Supply Ltd.**

### **Premium Vinyl Fencing Products Limited Lifetime Warranty**

#### **Non-prorated and Transferable**

Direct Fencing Supply Ltd. warrants to the registered homeowner/consumer that its Premium vinyl fencing products will be free from manufacturing defects - including peeling, flaking, blistering and corroding - when subject to normal and proper use. Products must be properly maintained by the homeowner/consumer.

Should any such defect occur during the lifetime of the registered purchaser (and as long as the registered purchaser is still living and retains ownership of the property), Direct Fencing Supply will repair or replace, at its option, the defective fencing product. Direct Fencing Supply also reserves the right to refund the amount paid by the original owner for the fencing product.

Direct Fencing Supply shall not be liable or responsible for labor charges or other expenses whatsoever in connection with removal or installation of either the original or replacement product.

In the event of repair or replacement under the terms of this warranty, the original warranty shall apply to the repaired or replacement fencing material, and will extend for the balance of the warranty period in effect at the time the material proved defective.

The lifetime coverage offered by this warranty automatically ends upon the sale of the property or death of the last of the original owners of the property at the time of installation unless it is re-registered by the new owners.

The lifetime coverage offered by this warranty is designed to cover individual homeowners only. In the case of fencing material 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 individual homeowners as their residences, the warranty period will be 30 years following the installation of the fence.

## **Limitations**

This warranty does not provide protection against any failure, defect or damage caused by situations and events beyond normal exposure conditions,

Including but not limited to:

- Misuse, abuse, neglect or improper handling or storage;
- Improper material installation
- Use of accessories which do not properly receive and/or secure Premium Vinyl Fencing products
- Impact of foreign objects, fire, earthquake, flood, lightning, hail, hurricane, tornado or other casualty or act of God;
- Movement, distortion, collapse or settling of the ground or structure on which the fencing, decking or railing is installed;
- Any other cause not involving manufacturing defects in the material supplied by Direct Fencing Supply.

The fencing is not warranted against discoloration or other damage caused by air pollution (including but not limited to metal oxides or metallic particles), mildew, exposure to harmful chemicals or normal weathering from the elements.

Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere which will cause any colored surface to gradually fade, chalk, or accumulate dirt or stains. The severity of any condition depends on the geographical location of the fencing, the cleanliness of the air in the area, and many other influences over which Direct Fencing Supply has no control.

Notwithstanding anything set forth above, the fencing, is warranted against yellowing of the product due to normal weathering from the elements. Material must be maintained following the care and maintenance procedures found at [directfencingsupply.ca](http://directfencingsupply.ca)

Direct Fencing Supply shall have sole discretion to determine, based on reasonable criteria, whether the fencing is suffering from normal weathering. If the fencing weathers to a degree determined by Direct Fencing Supply to be beyond normal, Direct Fencing Supply will either repair or provide replacement material, at its option, for the defective fencing. Direct Fencing Supply also reserves the right to refund the amount paid by the original owner for the fencing material and accessories (but not including the cost of its initial installation).

This warranty does not apply to fencing which has been painted, varnished or coated over the manufacturer's original finish.

Direct Fencing Supply reserves the right to discontinue or modify any of its products, including the color, without notice to the homeowner/consumer, nor shall Direct Fencing Supply be liable in the event the replacement material may vary in color or gloss in comparison to the original product as a result of normal weathering. If Direct Fencing Supply replaces any material under this warranty, it may be a substitute products designated by Direct Fencing Supply to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

### **Transferability**

This warranty is transferable once during the lifetime of an original owner of a free standing, detached residential property where the owner resides and during the lifetime of any properly registered subsequent owner under the following terms and conditions :The first owner registered its original lifetime warranty; and any subsequent use is the free standing, detached residential property where the (new) owner resides; and within thirty (30) days after the date of real estate title transfer, the registration/transfer request must be downloaded at [www.directfencingsupply.ca](http://www.directfencingsupply.ca), completed and sent with a \$100 check payable to Direct Fencing Supply. Failure to request transfer of the warranty to the new owner or to pay the specified transfer fee in a timely manner will relieve Direct Fencing Supply of any further obligation under this warranty.

### **Other Conditions**

THIS WARRANTY REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES, OR OBLIGATIONS OF DIRECT FENCING SUPPLY. IN NO EVENT SHALL DIRECT FENCING SUPPLY BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSON THEREIN, RESULTING FROM THE BREACH OF THIS WARRANTY. DIRECT FENCING SUPPLY DOES NOT AUTHORIZE ITS FIELD REPRESENTATIVES, DISTRIBUTORS OR DEALERS TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY.

### **What the Customer Must Do**

The warranty must be registered within **30 days** of purchase. Warranty registration forms can be found at [directfencingsupply.ca](http://directfencingsupply.ca). Once the registration is complete it can be sent to Direct Fencing Supply. Confirmation will be sent that your fence has been registered and a registration number will be issued. In the case of a warranty claim the homeowner/consumer must promptly notify Direct Fencing Supply in writing explaining the deficiency. Also, please provide proof of the date of purchase, your warranty registration number and proof of property ownership. All notifications should be sent to: **Direct Fencing Supply Ltd, Martensville SK., P.O. Box 148, S0K 2T0, Attn: Customer Service Department**

The consumer may be required to submit a sample of the defective material to Direct Fencing Supply for analysis, freight and any other costs incurred will be at the expense of the customer. Direct Fencing Supply will then investigate the claim and may examine the material claimed to be defective. If a defect covered by this warranty is confirmed, Direct Fencing Supply, within a reasonable amount of time after the inspection, will repair or provide replacement material for the fencing or refund the amount paid by the original owner for the fencing and accessories, per the terms of this warranty.

**This warranty is effective for products purchased after Dec 1<sup>st</sup> 2012.**