

LIMITED WARRANTY

Warranty

American Vinyl Concepts, Inc. (AVCON) warrants to the original owner for the period of one year from the date of purchase AVCON® Railing, subject to the limitations and conditions listed below, to be free of defects in materials or workmanship that, in the course of normal and proper use, result in warping and splitting. Specifically excluded from this warranty are any glass or infill panels. Please contact AVCON to request a copy of the panel manufacturer's warranty.

AVCON will, at its option, repair, replace (excluding the cost of shipping or labor charges or other expenses of any kind associated with the installation or removal of the original or replacement product) or refund the original purchase price of the railing component(s). AVCON shall not have any warranty obligations after the end of the first year from the date of purchase.

For the purposes of this warranty, "date of purchase" shall be the date that the product is shipped from AVCON. This warranty shall be void if the product has not been paid for in full.

Limitations

This warranty does not provide protection against any failure, defect or damage caused by situations, conditions or events beyond the control of AVCON, including, but not limited to:

- Misuse, abuse, neglect or improper handling or storage
- Improper installation or installation not in strict adherence to AVCON's written instructions
- Use of accessories that do not properly receive and/or secure AVCON's products
- Impact of foreign objects, fire, earthquake, lightening, hail, hurricane, tornado or other casualty or act of God
- Movement, distortion, collapse or settling of the ground or structure on which the AVCON product is installed
- Negligence in or failure to provide reasonable and necessary maintenance to prevent an accumulation of surface dirt, chalk, staining or mildew, or damage resulting from the use of harmful cleaning compounds.
- Use of or connection with any non-AVCON products.

In no event shall AVCON's responsibility under this warranty exceed the amount of the product's original purchase price.

This warranty shall not apply to special order colors unless AVCON agrees in writing.

This warranty is void if all structural parts and components were not supplied by AVCON.

The color of replacement product may be different from the color of remaining installed AVCON product. This warranty does not cover, nor is AVCON responsible for color differences between replacement product and remaining installed product.

AVCON reserves the right to discontinue, modify or make changes in its products. If products covered by this warranty are not available, AVCON has the option to substitute products of equal quality and value.

Exposure to sunlight and the extremes of weather and temperature (normal weathering) will cause any colored surface to gradually fade, change color, darken, or chalk. The degree to which this occurs may be affected by air quality, the geographic location of the property or other local conditions over which AVCON has no control. Fading and color change of the product due to normal weathering are to be expected and does not constitute "abnormal discoloration". AVCON shall have the sole discretion to determine, based upon reasonable criteria, whether the product is suffering from abnormal discoloration.

Claim Procedure

The original owner must give prompt notice of any defect to obtain service under this warranty. Notice of the defect must be mailed to American Vinyl Concepts, Inc., 601 Prospect Street Lakewood, NJ 08701. The remedies under this warranty, if applicable, shall be provided within a reasonable time after AVCON's receipt of such notice. Proof of purchase showing the date of purchase such as sales receipt or other purchase document is required when requesting warranty service. Failure to provide satisfactory proof of purchase will void coverage under this warranty.

Other Conditions

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY EXPRESS OR IMPLIED WARRANTY NOT PROVIDED HEREIN, AND ANY REMEDY FOR BREACH OF CONTRACT, TORT OR OTHERWISE WHICH, BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, IS HEREBY EXCLUDED AND DISCLAIMED. AVCON SHALL NOT BE LIABLE FOR INCONVENIENCE, LABOR, LOSS OF TIME, OR OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSSES ARISING IN RELATION TO THE PURCHASE OR USE OF AVCON PRODUCTS AND REGARDLESS OF WHETHER ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE DEEMED APPLICABLE BY LAW TO AVCON PRODUCTS SHALL BE LIMITED IN DURATION TO THE ORIGINAL PURCHASER FOR A PERIOD OF TEN YEARS. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

This is a "limited warranty" within the meaning of the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state.