

Pelikan Vinyl

PELIKAN VINYL PRODUCTS

Warranty

Transferable Limited Lifetime Warranty

Pelikan Vinyl warrants its railing and fence products, subject to the limitations and conditions listed herein, to be free from defective manufacturing workmanship and materials that could result in rotting, peeling, corrosion, blistering, flaking, or abnormal discoloration. Pelikan Vinyl warrants only products that have been manufactured by Pelikan Vinyl. Any mixing of non-Pelikan Vinyl products will invalidate this warranty. This warranty extends only to the original purchaser or transferee as herein specified. As its option Pelikan Vinyl will provide all material necessary to correct the covered defect, if any fault as described above becomes apparent in the manufactured products, except where defect or damage results from the following:

Warranty Exclusions: (Pelikan Vinyl shall not be liable for any defect or damage or any failure which results from or in connection with the following :)

1. Malfunction of railing or fence which results from an accident.
2. Failure caused by abuse, misuse, alterations, or impact of foreign objects.
3. Improper application or installation.
4. Settlement of any structure on which product is installed.
5. Failure of any structure on which product is installed.
6. Any damages caused by negligence or any intentional acts.
7. Tornado, violent storms, hail, hurricane, lightning, fire, wind, or any other acts of God.
8. Any exposure to pollutants, acid rain, vapors, harmful chemicals.
9. Railing or fence products that have been maintained in a manner other than recommended by Pelikan Vinyl.
10. Railing or fence products that have been painted.
11. Local building codes.

Warranty Transfer:

Provided Pelikan Vinyl receives a written request to transfer and a \$150 transfer fee, payable to Pelikan Vinyl, this warranty is transferable by the original owner to any subsequent owner on a pro-rated basis.

This request has to be made within thirty days of the date of real estate transfer and must be accompanied by the transfer fee amount. If you fail to pay the specified transfer fee and fail to request us to transfer the warranty within the thirty day period, Pelikan Vinyl will be relieved of any further obligation under this warranty. Warranty transfer, as provided above, will be pro-rated as follows: During the first five years after the original installation of the product, Pelikan Vinyl, will, at its option, repair the defective product, replace the defective product, or refund the original purchase cost of the material only (labor/installation charges excluded).

Beginning, the sixth year through the tenth year Pelikan Vinyl's responsibility decreases by 10% per year until end of the tenth year. At this time Pelikan Vinyl's responsibility will be limited to 10% of the original purchase cost of the material. Any repairs or replacement will not extend the warranty period

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Warranty Registration:

In order to protect your rights listed in this warranty, the attached registration card must be properly completed, signed by the original purchaser and returned to Pelikan Vinyl within 30 days of purchase. In the event the attached registration is not returned within the thirty day period, the warranty will be void.

Claims and Remedies:

Any claim set forth under this warranty must be reported in writing to Pelikan Vinyl Products, LLC, 111 Hubley Dr., Edenton, NC 27932 within 45 days of the date that the defect was first noticed or reasonably could have been discovered. Before any claims can be set forth under this warranty, Pelikan Vinyl needs reasonable time to inspect the forth under this warranty, Pelikan Vinyl needs reasonable time to inspect the defective product; freight to our premises must be prepaid by the purchaser for any material sent to us for examination. The sole judge for determining whether or not the railing or fencing is defective due to manufacturing defect will be Pelikan Vinyl.

If Pelikan Vinyl manufactured railing or fence product is deemed defective under the conditions stated herein, Pelikan Vinyl will, at its option, provide necessary replacement material for the defective part or section under this warranty or refund the prevailing cost of this product at the time of replacement or the original pro-rated purchase price, whichever shall be less. This warranty does not cover installation charges of any defective product or the cost of installation of any replacement product covered under this warranty.

Pelikan Vinyl makes no express warranties except stated as stated herein. Any implied or express 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. Pelikan Vinyl shall not be liable for loss of time, labor, special or consequential damages or losses for inconvenience, or other incidences arising in relation to the use or purchase of Pelikan Vinyl Products.

Name: _____

Date of Purchase: _____

Address: _____

City: _____ Zip: _____

Model #: _____ Approximant Footage: _____