

Penn Fencing, Inc. warrants to the original homeowner/consumer that its Vinyl products purchased, installed and/or utilized in the continental United States of America and Canada will be free from manufacturing defects as defined in the Lifetime Warranty subject to all the following conditions: 1. If during the lifetime of the original purchaser (and as long as the original purchaser is still living and retains ownership of the property) following installation of the Vinyl said product manifests signs of splitting, cracking, surface peeling, discoloration, rot, termite attack, and/or corrosion and if, after examination upon receipt by manufacturer of the alleged defective product, freight prepaid by Penn Fencing, Inc. it is determined by Penn Fencing, Inc. that the splitting, cracking, surface peeling, discoloration, rot, termite attack and/or corrosion is caused by, or results from, defective manufacture of the Vinyl, then, at its sole discretion, Penn Fencing, Inc. will either refund or replace the defective material. If Penn Fencing, Inc. chooses to refund, the amount will be the original cost of the material. 2. 5 Year Prorated Labor Warranty: Installation costs from the defective products described in #1 above will be included on a prorated basis during the first five years after the installation. 100% of normal, reasonable labor costs will be included during the first year, 80% during year two, 60% during year three, 40% during year four, 20% during year five and no labor warranty after year five. If replacement of these products is required during this five-year period, Penn Fencing, Inc. reserves the right to use its own workforce to perform the replacement at its sole discretion.

3. 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.

4. Penn Fencing, Inc. Lifetime Warranty expressly excludes the following:

A. Unsatisfactory Vinyl performance including splitting, cracking, surface peeling, rot, termite attack, and/or corrosion caused by or resulting from failure to comply with Penn Fencing, Inc. installation instructions and/or otherwise resulting from faulty installation of the Vinyl;

B. Vinyl failure, including splitting, cracking, surface peeling, rot, termite attack and/or corrosion due to impact from any failure or unsatisfactory performance resulting from misuse of or failure to maintain the Vinyl and any damage attributable to fire, excessive heat or other casualty, including, without limitation, acts of God, or exposure to environmental pollutants and chemicals.

C. Vinyl failure, including splitting, cracking, surface peeling, rot, termite attack and/or corrosion resulting from movement and/or collapse of the ground or structure on which the Vinyl is installed.

D. Fading of original color or vinyl failure, including splitting, cracking, surface peeling, rot, termite attack and/or corrosion due to application or alteration of the products by paints, chemicals, or other substances not explicitly approved by Penn Fencing, Inc.

E. Fading of original color due to misuse or conditions associated with natural weathering processes

5. Penn Fencing, Inc. Lifetime Warranty is void if the Vinyl is purchased, installed and/or utilized outside the United States of America or Canada.

6. Penn Fencing, Inc. warrants only those products which they have manufactured or fabricated.

7. Limited Color Warranty:

A. Lifetime Material Warranty for White, Tan, and Almond products (with an acceptable weathering tolerance of

1.5 Delta E)

B. 10 Year Color Warranty for Black and Clay products (with an acceptable weathering tolerance of 3.0 Delta E)

THIS WARRANTY STATES THE ENTIRE LIABILITY OF SUPERIOR PLASTIC PRODUCTS, INC. WITH RESPECT TO THE PRODUCTS NAMED ABOVE. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE IS SPECIFICALLY EXCLUDED AND DISCLAIMED BY SUPERIOR PLASTIC PRODUCTS, INC. UNDER NO CIRCUMSTANCES WILL PENN FENCING, INC. BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF NEGLIGENCE, BREACH OF THIS WARRANTY, OR ANY IMPLIED WARRANTY, AND SUCH DAMAGES ARE SPECIFICALLY EXCLUDED FROM THIS WARRANTY