

# Limited Lifetime Warranty

Vinyl Fence & Rail

**kroy**  **express**™  
Outdoor Solutions

### **Our Focus**

You've purchased one of the finest outdoor products on the market – manufactured by the best company in the business, Kroy Building Products.

Kroy Building Products is the industry leader, focused on manufacturing the most attractive and durable outdoor products you can buy.

### **Why is this important to you?**

Because you can rest assured knowing that your investment is a wise one – backed by one of the best warranties in the business.

### **Our products**

Kroy Building Products manufactures a full line of outdoor products, including:

#### **Vinyl & Composite Rail**

#### **Vinyl Fence**

### **Interested?**

Ask your local dealer or contractor about the full line of Kroy Express Outdoor Solutions products or visit us at [www.kroybp.com](http://www.kroybp.com).



### **What's covered. Who's covered. How long.**

Subject to the conditions and limitations listed herein, Kroy Building Products, Inc., warrants its vinyl fence, deck and railing products, to be free from defective workmanship and materials and, when subject to normal and proper use, against surface peeling, rot, ground insects, splitting, corrosion, flaking, rusting and blistering, abnormal weathering or abnormal discoloration. Kroy Building Products, Inc., warrants only those products manufactured by it. This warranty extends only to the original purchaser, except as specifically provided herein. This warranty does not cover the cost of installing any product, the cost of removing or disposing of any product, or the cost of installing any replacement product furnished under the terms of the warranty.

The lifetime coverage of this warranty only covers Kroy products used on freestanding, detached residential property where the owner resides, during the owner's lifetime. The lifetime coverage may be transferred upon the terms and conditions described below. The warranty coverage will not be prorated.

The warranty period for products installed on property that is not freestanding, detached residential property where the owner resides, including but not limited to schools, condominiums, apartment buildings and rental property – or on property owned by other owners including but not limited to corporations, government agencies, partnerships, trusts, religious organizations and cooperatives will be thirty (30) years following the installation of the products and is limited to the original owner (non-transferable).

### **Registration of Warranty**

To obtain coverage under this warranty, the warranty must be registered. This can be done online at [www.kroybp.com/warranty](http://www.kroybp.com/warranty). The warranty must be registered within thirty (30) days after completion of installation of the warranted products in order for the purchaser to be eligible for coverage under this warranty.



## Exclusions

Kroy Building Products, Inc., shall not be liable for and this warranty does not apply to any failure, defect or damage resulting from or connected with the following:

- Installation or handling of products after they leave our factory, including any lack of performance or improper performance in any way by the contractor or other installer
- Abnormal use of the products
- The application of paint, varnish or other coating or chemical not approved by Kroy or the application of heat or radiation from an external source such as a barbecue grill, another appliance, fire or reflection from windows or doors
- Any lack of compatibility between our products and any other product not manufactured by us that causes damage to or failure of our products
- Labor, transportation or installation costs
- Color or pattern variance between any new replacement section or piece and other sections or pieces. *(We reserve the right to discontinue or modify any product line or color without notifying the original purchaser. If the original product is not available, we retain the right to choose to provide replacement material of equal value or quality.)*
- Damage caused by, among other things, weathering, oxidation, mold, mildew, settling of the building, failure of the structure (including foundations and walls), use of incompatible accessories, fire, flood, lightning, ice, wind-borne objects, earthquake, hurricane, sun, cyclone, gale, tornado, weather of a catastrophic nature, acts of God, intentional acts, unreasonable use, misuse, physical abuse, vandalism, riot, insurrection or civil disorder, accidents or corrosive atmospheres (such as those contaminated by acid rain, harmful chemicals or vapors)
- Color change due to weathering that is even and equal when exposed to the same or similar sunlight and other environmental conditions is excluded from the warranty because weathering will cause any colored surface to gradually lighten, darken, chalk or accumulate dirt or stains (the severity of these conditions depends on air quality, the geographic location of the property, and other local conditions over which Kroy has no control)
- Installation of hardware, gates, or accessory items or defects caused by their installation
- Damage from large animals (including but not limited to horses)
- Other defects not caused by Kroy



### Warning

KROY BUILDING PRODUCTS, INC., AND ITS EMPLOYEES ARE NOT QUALIFIED TO APPROVE, RECOMMEND OR ADVISE AS TO THE SUITABILITY OF KROY PRODUCTS FOR ALL POSSIBLE USES OR APPLICATIONS. THE LOCAL CODE AUTHORITY OR FIRE MARSHAL'S OFFICE SHOULD BE CONSULTED ON THE SAFETY AND SUITABILITY OF ANY KROY PRODUCT FOR A PROPOSED USE. KROY BUILDING PRODUCTS CANNOT BE EXPECTED TO CONTAIN LARGE ANIMALS (INCLUDING BUT NOT LIMITED TO HORSES) AND THEREFORE KROY MAKES NO REPRESENTATION ABOUT AND DOES NOT WARRANT AGAINST THE FAILURE OR BREACH OF ANY SUCH CONTAINMENT.

### Claims and Remedies

A claim under this warranty must be reported in writing, with proof of purchase, to Kroy Building Products, Inc., 6501 Weston Parkway, Suite 250, Cary, NC 27513, within thirty (30) days of the date that the defect is first discovered or reasonably could be discovered. Kroy will then have a reasonable time to inspect or, at Kroy's option, to have the product shipped at the owner's expense, prepaid, to Kroy for examination of the alleged defect. Kroy shall be the sole judge of whether the product is defective and whether the defect is due to manufacturing.

If, after its inspection, Kroy determines the claim is in accordance with the terms of this Limited Lifetime Warranty, then Kroy will, at its option, replace the defective section or part or provide a refund according to the following schedules:

**Freestanding, detached residential property where the owner resides (original owner and properly transferred subsequent owners)**

<i>Year from Installation</i>	<i>Date Amount of Refund</i>
Lifetime	Full purchase price of Kroy Products.

**All other owners and uses (limited to original owner)**

<i>Year from Installation</i>	<i>Date Amount of Refund</i>
30 Years	Full purchase price of Kroy Products.



**THE FOREGOING EXPRESS WARRANTY EXCLUDES ALL OTHER EXPRESS WARRANTIES. ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, IS LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTY CONTAINED IN THIS WARRANTY DOCUMENT, UNLESS A SHORTER PERIOD IS PERMITTED BY LAW. IN NO EVENT WILL KROY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF BREACH OF THIS WARRANTY OR THE PURCHASE, INSTALLATION, OWNERSHIP, OR USE OF KROY BUILDING PRODUCTS. YOUR EXCLUSIVE REMEDY AND KROY'S EXCLUSIVE LIABILITY FOR ANY BREACH OF WARRANTY IS LIMITED TO WHAT APPEARS IN THIS DOCUMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS, AND YOU MAY HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE.**

### **Transfer of Warranty**

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 as provided above; 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 transfer request must be downloaded at [www.kroybp.com/warranty](http://www.kroybp.com/warranty), completed and sent with a \$100 check payable to Kroy Building Products. Failure to request transfer of the warranty to the new owner or to pay the specified transfer fee in a timely manner will relieve Kroy of any further obligation under this warranty.

### **Our Warranty. Your assurance.**



Kroy Building Products, Inc.

6501 Weston Parkway

Suite 250

Cary, NC 27513

Phone (919) 678-4840

Fax (919) 677-9581

[www.kroybp.com](http://www.kroybp.com)