



Greenwood Fence LLC Warranty (Vinyl)

Limited Lifetime Residential Warranty / 10-Year Limited Commercial Warranty

Statement of Warranty: Greenwood Fence LLC warrants to the original purchaser ("Purchaser") that, for the periods set forth below, under normal use and service conditions, Greenwood Fence LLC vinyl product shall be free from material defects in workmanship and materials and shall not crack, peel, blister, corrode, or abnormally weather. The term of this warranty shall be for the lifetime of the original single-family residential purchaser for a residential application, and ten (10) years from the date of original purchase for a commercial application.

Stain resistance and fade resistance: Greenwood Fence LLC does not warrant its vinyl products to be stain proof or fade proof. When installed, cared for and maintained properly, Greenwood Fence LLC vinyl products are resistant to ordinary fading and staining. However, no exterior material is stain proof or fade proof, particularly when stains are not promptly cleaned or when materials are exposed to years of ultraviolet radiation and the elements.

For purposes of this warranty, a "Residential Purchaser" shall refer to the original purchaser who is a single-family residential homeowner, and a "Commercial Purchaser" shall refer to any Purchaser other than a single-family residential homeowner.

All warranties are subject to the exclusions, limitations and restrictions set forth below.

Obtaining Warranty Performance: If Purchaser discovers a defect in the Greenwood Fence LLC vinyl fencing system during the Term, Purchaser must, within thirty (30) days from discovery of the alleged defect but no later than the end of the Term, notify Greenwood Fence LLC in writing.

Purchaser must include in this notification proof of purchase and a statement explaining the defect. Greenwood Fence LLC may request additional information.

After reviewing all information, Greenwood Fence LLC will determine the validity of the claim. If Greenwood Fence LLC determines that Purchaser's claim is valid, Greenwood Fence LLC will replace the defective Greenwood Fence LLC vinyl materials. Greenwood Fence LLC may provide products as close in color, design and quality to the original installation as reasonably possible, in Greenwood Fence LLC's discretion. In its sole discretion, Greenwood Fence LLC may elect to refund the percentage of the original purchase price listed in the Prorated Limited Warranty Schedule instead of replacing the defective product.



Prorated Limited Warranty Schedule

Recovery	10-Year Commercial Year of Claim	Limited Lifetime Residential Original Purchaser
100%	0-5 years	Lifetime
80%	6 years	
60%	7 years	
40%	8 years	
20%	9 years	
10%	10 years	

This warranty shall not cover, and Greenwood Fence LLC shall not be responsible for, costs and expenses incurred with respect to removal of defective Greenwood Fence LLC vinyl fencing or installation of replacement material, including but not limited to labor and freight.

The foregoing remedies are the **SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY.**

Exclusions from Warranty Coverage: Greenwood Fence LLC does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, product failure, product malfunction, or damage attributable to:

- (1) Improper installation of the Greenwood Fence LLC vinyl fencing system and/or failure to abide by Greenwood Fence LLC installation guidelines, including but not limited to improper gapping.
- (2) Use of the Greenwood Fence LLC vinyl fencing system beyond normal residential use, or in an application not recommended by Greenwood Fence LLC guidelines and local building codes.
- (3) Movement, distortion, collapse or settling of the ground or the supporting structure on which the Greenwood Fence LLC vinyl fencing system is installed.
- (4) Any act of God (such as flooding, hurricane, earthquake or lightning), environmental condition (such as air pollution, mold or mildew), or staining from foreign substances (such as dirt, concrete dust, grease, oil or mineral deposits from hard water).
- (5) Variations or changes in color, including reasonable fading, of the Greenwood Fence LLC vinyl fencing materials.
- (6) Normal weathering due to exposure to sunlight, weather and atmosphere, which can cause colored surfaces to, among other things, chalk or accumulate dirt or stains.
- (7) Improper handling, storage, abuse or neglect of the Greenwood Fence LLC vinyl fencing materials by Purchaser, the transferee or third parties. Purchaser is solely responsible for determining the effectiveness, fitness, suitability and safety of the Greenwood Fence LLC vinyl fencing materials in connection with their use in any particular application.



Limitations

Disclaimer of Warranties: Except for the express written warranty contained herein, Greenwood Fence LLC makes no other warranties, guarantees or indemnities, whether express or implied, arising by law, course of dealing, usage of trade, custom or otherwise, including but not limited to the implied warranty of merchantability and implied warranty of fitness for a particular purpose, and all such other warranties, guarantees and indemnities are hereby disclaimed, overridden and excluded from this transaction.

Limitation of Remedies and Exclusion of Consequential and Incidental Damages:

Greenwood Fence LLC's liabilities are limited solely and exclusively to the obligations specifically undertaken herein, and under no circumstances will Greenwood Fence LLC be liable or obligated for any incidental, consequential, indirect, special, punitive or any other damages of any kind whatsoever (including, but not limited to, lost profits, lost sales, loss of goodwill, use of money, use of goods, stoppage of work, or impairment of assets), whether foreseeable or unforeseeable, arising out of breach or failure of express or implied warranty, breach of contract, fraud, misrepresentation, negligence, strict liability in tort or otherwise, except and only to the extent this limitation is specifically precluded by applicable law of mandatory application. Greenwood Fence LLC's liability with respect to defective products shall in no event exceed replacement of such products or refund of the purchase price, as described above.

Miscellaneous: This writing is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. This warranty may not be altered or amended except in a written instrument signed by Greenwood Fence LLC and Purchaser or permitted transferee. No agent, employee or any other party is authorized to make any warranty in addition to that made in this agreement, and Greenwood Fence LLC shall not be bound by any such statements other than those contained in this warranty. **This warranty is effective for purchases made on or after January 1, 2024.**