

Place
Stamp
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ActiveYards™

7830 Freeway Circle
Middleburg Heights, Ohio, U.S.A. 44130

FENCING | RAILING | SHEDS | SPECIALTY PRODUCTS

Peace of mind is standard with *ActiveYards* fencing.

You're not just purchasing a fence, you're investing in your home. At *ActiveYards* we understand that fencing needs to be as durable as it is beautiful. That's why we use only the finest materials and why we back all our products with a lifetime warranty.



DEALER
STICKER HERE

ActiveYards™

7830 Freeway Circle
Middleburg Heights, Ohio, U.S.A. 44130
O: 888-549-7350 F: 440-239-5272
www.activeyards.com

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Peace of mind is standard with *ActiveYards* fencing.



ActiveYards™
SOLUTIONS FOR BUSY BACKYARDS®

**Aluminum and Vinyl
Fence Warranty**

ActiveYards™ Transferable Limited Lifetime Warranty Registration Card

Thank You for your purchase of *ActiveYards* product. Please take a moment to register your product to ensure your receipt of all the *ActiveYards* warranty benefits.

REQUIRED INFORMATION: (PLEASE PRINT)

Suffix: _____

State: _____

Name: _____

Zip Code: _____

Address: _____

Email: _____

City: _____

Phone: _____

Date Purchased: _____

Date Installed: _____

(Circle One:) Professionally Installed Self-Installed (DIY)

ActiveYards Material Purchased: _____

(Circle One:) Aluminum Fence Vinyl Fence

ActiveYards Authorized Dealer: _____

ActiveYards™
www.activeyards.com

Transferable Limited Lifetime Warranty of Vinyl Fence

Coverage:

ActiveYards warrants its vinyl fence against defective materials or workmanship for as long as the original homeowner/consumer owns his or her home. If original purchaser is a corporation, partnership, government, or public entity (including a church or school), or other commercial user, the Warranty period shall be twenty (20) years from date of original purchase. *ActiveYards* warrants its products against rotting, peeling, chipping, cracking, flaking, splintering, corroding, rusting or abnormal discoloration under normal use, service, and care (as defined above, in Care and Maintenance section). *ActiveYards* will, at its option, repair or replace the product in question with new *ActiveYards* product of the same or equivalent value at no charge.

Conditions Not Covered By This Warranty:

This Warranty covers only specified damages arising solely from defects in the materials. This Warranty does not cover failure of or damage to *ActiveYards* products resulting from installation, accident, misuse, unreasonable use, neglect, abuse, improper service, alteration, impact of foreign objects, damage from large animals, or acts of God. This Warranty does not cover damage resulting from settlement or failure of any structure on which the product is installed. **Damage resulting from exposure to heat or radiation from an external source such as a barbecue grill, another appliance, fire, or excessive reflective heat sources (e.g., window or glass door reflection, roofing materials, concrete, blacktop, metals, pools, rocks and sand) is not covered by this Warranty.**

This Warranty does not cover *ActiveYards* products that have been combined with non-*ActiveYards* products or materials. This Warranty does not cover products exposed to the application of paint, varnish or other coating or chemical not approved by *ActiveYards*, nor does it cover damage resulting from exposure to excessive pollutants, harsh chemicals, solvents, glues, paints, chemicals (including lawn fertilizer and lawn care chemicals), or foreign substances (including but not limited to tree sap, leaves, bug sprays, pine needles, fertilizers, etc.).

This Warranty does not cover changes to *ActiveYards* products associated with normal and expected weathering as defined in ASTM Specification F964-02. Additionally, this Warranty does not cover damage associated with surface mold and mildew resulting from environmental conditions including air pollution, or any other causes not arising out of defects in materials or workmanship by *ActiveYards*.

This Warranty does not cover costs of removal or disposal of product, or reinstallation of replacement product. Any service or repair provided outside the scope of this limited Warranty shall be at *ActiveYards'* standard rate and terms then in effect.

ActiveYards reserves the right to discontinue or modify any of its products, including the color of its products, without notice to the homeowner/consumer, and *ActiveYards* does not warrant that any replacement material will match or be identical to the original product as replacement products may vary in color or gloss in comparison to the original product as a result of normal weathering. If *ActiveYards* replaces any material under this Warranty, it may substitute products designated by *ActiveYards* to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

Transferable Limited Lifetime Warranty of Aluminum Fence

Coverage:

ActiveYards warrants its aluminum fence and aluminum railing against defective materials or workmanship for as long as the original homeowner/consumer owns his or her home. If original purchaser is a corporation, partnership, government, or public entity (including a church or school), or other commercial user, the Warranty period shall be twenty (20) years from date of original purchase. *ActiveYards* warrants its products against rotting, peeling, chipping, cracking, flaking, splintering, corroding, rusting or abnormal discoloration under normal use, service, and care. *ActiveYards* will, at its option, repair or replace the product in question with new *ActiveYards* product of the same or equivalent value at no charge.

Conditions Not Covered By This Warranty:

This Warranty covers only specified damages arising solely from defects in the materials. This Warranty does not cover failure of or damage to *ActiveYards* products resulting from installation, accident, misuse, unreasonable use, neglect, abuse, improper service, alteration, impact of foreign objects, damage from large animals, or acts of God. This Warranty does not cover damage resulting from settlement or failure of any structure on which the product is installed.

This Warranty does not cover *ActiveYards* products that have been combined with non-*ActiveYards* products or materials. This Warranty does not cover products exposed to the application of paint, varnish or other coating or chemical not approved by *ActiveYards*, nor does it cover damage resulting from exposure to excessive pollutants, harsh chemicals, solvents, glues, paints, chemicals (including lawn fertilizer and lawn care chemicals), or foreign substances (including but not limited to tree sap, leaves, bug sprays, pine needles, fertilizers, etc.).

This Warranty does not cover changes to *ActiveYards* products associated with normal and expected weathering. Additionally, this Warranty does not cover damage associated with surface mold and mildew resulting from environmental conditions including air pollution, or any other causes not arising out of defects in materials or workmanship by *ActiveYards*.

This Warranty does not cover costs of removal or disposal of product, or reinstallation of replacement product. Any service or repair provided outside the scope of this limited Warranty shall be at *ActiveYards'* standard rate and terms then in effect.

ActiveYards reserves the right to discontinue or modify any of its products, including the color of its products, without notice to the homeowner/consumer, and *ActiveYards* does not warrant that any replacement material will match or be identical to the original product as replacement products may vary in color or gloss in comparison to the original product as a result of normal weathering. If *ActiveYards* replaces any material under this Warranty, it may substitute products designated by *ActiveYards* to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

ActiveYards™ Transferable Limited Lifetime Warranty

Registration:

To activate this Warranty, the attached Warranty registration card must be completed, signed by purchaser, and returned to *ActiveYards* within 30 days after installation of the product. A copy of the registration card should be retained by the home owner/purchaser.

Transfer of Warranty:

Warranty coverage will be extended once to transferees of the original home owner/consumer of the *ActiveYards* product and will extend for the duration of the first transferee's ownership of the home on the following conditions: Transferee must provide an original or copy of the initial sales receipt for the *ActiveYards* product (with proof of date), a copy of the original Warranty, and a copy of the registration card. Warranties on products sold to commercial purchasers or for commercial use are not transferable.

Claims Under Warranty:

A claim under this Warranty must be reported in writing, along with proof of purchase and any photos or samples of the suspected defect, to *ActiveYards*, 7830 Freeway Circle, Middleburg Heights, OH 44130 within thirty (30) days of the date that the defect is first discovered or reasonably could be discovered. *ActiveYards* will then investigate the claim and may examine the material claimed to be defective. *ActiveYards* shall be the sole judge of whether the product is defective and whether the defect is due from defective materials or manufacturing. If a defect covered by the Warranty is confirmed, *ActiveYards*, will, at its option, repair or provide replacement material for the fence, or refund the amount paid by the original owner for the fence and accessories, per the terms of this Warranty within a reasonable amount of time.

THIS WARRANTY IS IN LIEU OF ALL CONDITIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE PART OF ACTIVEYARDS OR ITS LICENSORS. THE SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY SHALL BE REPAIR OR REPLACEMENT AS PROVIDED ABOVE. ACTIVEYARDS AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, WHETHER SUCH ALLEGED DAMAGES ARE BASED IN WARRANTY, TORT, CONTRACT, OR INDEMNITY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATIONS OF IMPLIED WARRANTIES OF MERCHANTABILITY, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY IS VALID ONLY IN THE UNITED STATES AND CANADA.