BUFFTECH® FENCE PRODUCTS CERTAINTEED LLC

CertainTeed SAINT-GOBAIN



# CertainTeed Bufftech® Lifetime Limited Warranty

## What and Who Are Covered and for How Long

CertainTeed warrants to the original owner that its Bufftech® molded and extruded fence products and accents "Fence Products" will be free from manufacturing defects — including peeling, flaking, blistering and corroding — when installed according to CertainTeed's installation instructions and when subject to normal and proper use. Extruded Fence Products are manufactured using polyvinyl chloride in an extruded process, such as but not limited to Chesterfield; Molded Fence Products are manufactured using polyethylene and are rotationally molded, such as but not limited to Sherwood™.

Should any manufacturing defect occur during the lifetime of the original homeowner (and as long as the original homeowner is still living and retains ownership of the property), CertainTeed will repair or replace, at its sole option, the defective Fence Product. Except for extruded Fence Products, during the SureStart™ protection period, CertainTeed shall not be liable or responsible for labor charges or other expenses whatsoever in connection with removal or installation of either the original or replacement product. CertainTeed also reserves the right to refund the amount paid by the original owner for the Fence Product.

In the event of repair or replacement under the terms of this limited warranty, the original warranty shall apply to the repaired or replacement Fence Product and will extend for the balance of the warranty period in effect at the time the original product proved defective by CertainTeed.

The lifetime coverage offered by this limited 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. The lifetime coverage offered by this limited warranty is designed to cover original individual homeowners only. In the case of Fence Product purchased by or installed upon property owned by corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums, homeowner associations, cooperative housing arrangements, apartment buildings or any other type of building or premises not used by individual homeowners as their residences, the warranty period will be thirty (30) years following the installation of the Fence Product.

Under no circumstances shall the lifetime coverage apply to Fence Product used as common perimeter or common pool fencing. Common perimeter and common pool fencing is covered by a thirty (30) year limited warranty.

Special Orders that consist of specially manufactured products that have been custom made to the design and specifications of fence dealers or other third parties have specific warranty coverage terms and conditions. Any claim for warranty coverage made for specially manufactured products will be evaluated by CertainTeed to determine if the cause of any observed issue is related solely to manufacturing defects in the products, which will be covered under the terms of this limited warranty, or as a consequence of the products being specially manufactured or installed to unique specifications. Should CertainTeed determine that the specifications for the specially manufactured products have resulted in any type of performance or design issues of the product, CertainTeed disclaims all warranty coverage for the observed issue.



# SureStart™ Protection - Extruded Products Only

CertainTeed extruded Fence Products are covered by SureStart™ protection for a period of five (5) years following the date when installation has been completed. Under this warranty feature, CertainTeed, at no charge, will repair or replace, at

its sole option, any fence proven to be defective by CertainTeed during the 5-year SureStart™ period. CertainTeed's maximum liability under SureStart™ will be equal to the reasonable cost to replace the defective Fence Product at its current value, including the reasonable costs of labor. Fading is exluded from SureStart protection. See ColorLast Fade Protection section for fade coverage.

### ColorLast® Fade Protection

CertainTeed warrants the Fence Product against excess fading beyond normal weathering if caused by a manufacturing defect and is reported to CertainTeed in accordance with the notice provision contained in the "What the Customer Must Do" section of this warranty. Excess fade is defined by a change in color greater than four (4) Hunter units as calculated according to ASTM D2244. ColorLast Fade Protection is not available for spindle accents in black.

If CertainTeed determines that the Fence Product has excess fade, CertainTeed, at its sole option, will only provide replacement Fence Product or refund the amount paid by the original purchaser for the Fence Product. No labor costs are included with a replacement or refund.

#### **ColorLast Fade Protection**

Product	Warranty
Molded Products	15 years
Extruded Products	Lifetime

## **Solar Post Caps**

CertainTeed warrants to the original owner that its solar post caps will be free from manufacturing defects when subject to normal and proper use for a period of two (2) years from the date of installation. This warranty does not apply to (a) damage caused by accident, abuse in handling or dropping; (b) acts of God; (c) units that have been subject to unauthorized repair, opening, modification or disassembly; (d) units not used in accordance with CertainTeed instructions; (e) LEDs and batteries; (f) normal wear and tear; (g) the unit finish as a result of scratches or weathering; or (h) any other damage not related to a manufacturing defect. In the event that CertainTeed determines that the solar post cap contains a manufacturing defect within two (2) years after installation, CertainTeed, at its sole option, will repair or replace the affected solar post cap. In no event shall CertainTeed have any liability for the affected solar post cap in excess of the original price paid by the purchaser for the solar post cap.

## Limitations

This warranty does not provide protection against any failure, defect or damage caused by situations and events beyond normal exposure conditions, including but not limited to:

- · Misuse, abuse, neglect or improper handling or storage;
- Improper installation or installation not in strict adherence to CertainTeed's written instructions, or
  in the case of a Special Order, prior written approval is granted by CertainTeed for the installation
  method:
- Use of accessories that do not properly receive and/or secure the Fence Products;
- Impact of foreign objects, fire, earthquake, flood, lightning, hail, hurricane, tornado, excessive wind or other casualty or act of God;
- Movement, distortion, collapse or settling of the ground or structure on which the Fence Product is installed;
- Distortion or melting of the Fence Products due to external heat sources, including but not limited to, barbeque grills, fires or as a result of reflection from windows, doors or other objects;
- Any failure, defect or damage of the product, design or performance of Special Orders that CertainTeed determines are related to the specifications for the specially ordered products, including installation specifications:
- Field-altered or field-cut Fence Products that CertainTeed has determined caused the failure, defect or damage;
- Damage caused by animals or insects;
- Any other cause not involving manufacturing defects in the material supplied by CertainTeed.

Because Special Orders are unique and not otherwise commercially available from CertainTeed, CertainTeed makes no representations or warranties of any nature or kind with respect to the performance of Special Orders once they are installed. CertainTeed disclaims any warranty coverage for specially manufactured products that have defects as a result of the unique specifications of the Special Orders. CertainTeed EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE AND FITNESS FOR A PARTICULAR PURPOSE FOR THESE SPECIAL ORDERS.

The Fence Product is not warranted against discoloration or other damage caused by air pollution (including but not limited to metal oxides or metallic particles), mildew, exposure to harmful chemicals or normal weathering from the elements.

Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere that will cause any colored surface to gradually fade, chalk or accumulate dirt or stains. The severity of any condition depends on the geographical location of the Fence Product, the cleanliness of the air in the area and many other influences over which CertainTeed has no control.

Notwithstanding anything set forth above, the Fence Product is warranted against yellowing of the product due to normal weathering from the elements.

This warranty does not apply to and the warranty voided for Fence Product that has been painted, varnished or coated over the manufacturer's original finish.

CertainTeed's post and rail fence products provide a reliable enclosure for horses and other livestock. However, these Fence Products are not designed to withstand the physical abuse inflicted by animals determined to break through the Fence Products. Products damaged by horses or contained livestock will be evaluated by CertainTeed for impact performance in compliance with the testing protocol set forth in ASTM Specification F 964, subsection 6.3. Products found by CertainTeed to be in compliance with this performance standard will not be eligible for repair or replacement under this warranty.

CertainTeed reserves the right to discontinue or modify any of its products, including the color, without notice to the owner, nor shall CertainTeed be liable in the event the replacement product may vary in color or gloss in comparison to the original product as a result of weathering. If CertainTeed replaces or repairs any Fence Product under this warranty, it may substitute products designated by CertainTeed to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

# **Transferability - Extruded Products Only**

This limited warranty is transferable only by original individual homeowners to any subsequent homeowner(s) of the property where the extruded Fence Products were installed, provided that each subsequent homeowner retains the original or a copy of the original bill of sale to the original owner. Lifetime warranty coverage is only available to the original homeowner. In the event of property transfer, the term of this limited warranty will be a maximum of thirty (30) years from the date of original installation of the extruded Fence Products. The limited warranty is not transferable for non-extruded Fence Products.

In the case of any Fence Product purchased by or installed upon property owned by corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums, homeowner associations, cooperative housing arrangements, apartment buildings or any other type of building or premises not used by individual homeowners as their residences, the limited warranty is not transferable.

## **Exclusive Warranty and Limitations of Remedies**

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CERTAINTEED. THE WARRANTIES AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES, WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL OR IMPLIED BY STATUTE, AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR PROVINCES MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR MAY DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PURCHASER MAY SEEK A REMEDY UNDER IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

CERTAINTEED'S OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO REPAIRING, REPLACING OR REFUNDING THE DEFECTIVE PRODUCT AS SET FORTH IN THIS LIMITED WARRANTY. IN NO EVENT SHALL CERTAINTEED BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF CERTAINTEED'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR STATE OR PROVINCE DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL CERTAINTEED'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT(S) OR THIS WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE FENCE PRODUCT AND ONLY DURING THE SURESTART™ PROTECTION PERIOD FOR EXTRUDED PRODUCTS FOR CLAIMS OTHER THAN FADE WILL CERTAINTEED'S TOTAL LIABILITY INCLUDE THE ORIGINAL COST OF LABOR TO INSTALL THE FENCE PRODUCT.

This limited warranty gives you specific legal rights and you also may have other rights that may vary from state to state.

Except for Special Orders, this limited warranty may not be modified, altered or expanded by anyone, including product distributors, dealers, sellers, installers and/or CertainTeed field representatives.

#### What the Customer Must Do

The owner must notify CertainTeed promptly in writing of any manufacturing defect and provide proof of the date of purchase and installation, as well as proof of property ownership. All notifications should be sent to: CertainTeed LLC, 803 Belden Road, Jackson, MI 49203, Attn: Consumer Services Department. The owner may be required to submit a sample of the claimed defective material to CertainTeed for analysis. CertainTeed will then investigate the claim and may examine the material claimed to be defective. If a manufacturing defect covered by this warranty is confirmed by CertainTeed, CertainTeed, within a reasonable amount of time after the investigation, will, at its sole option, repair or replace the fence product, or refund the amount paid by the original purchaser for the Fence Product and accessories, per the terms of this limited warranty.

This limited warranty is effective for products purchased on or after November 1, 2019.

### **Care and Maintenance**

While CertainTeed Fence Products resist most common household stains like oil and grease, they will become dirty like any other product that is exposed to atmospheric conditions. Chalk also may accumulate on the surface. This is a normal condition for all pigmented materials that are constantly exposed to sunlight and the elements. Soil, grime and chalk can be removed simply with the help of your garden hose and a bucket of soapy water.

If especially stubborn stains cannot be removed with normal household detergents, request a cleaner from your contractor. Always test cleaner on an inconspicuous area before full use.

Mildew may be a problem in some areas. It appears as black spots on surface dirt and usually is first detected in areas not subjected to rainfall, such as under eaves and porch enclosures. For removal, prepare a solution as shown below.

CAUTION: Greater concentrations may cause damage to the materials.

Mix together: 1/3 cup detergent (Tide®, for example)

2/3 cup trisodium phosphate (Soilax®, for example) 1 quart 5% sodium hypochlorite (Clorox®, for example)

3 quarts of water

If the above solution does not readily remove the mildew spots, request a mildew-type cleaner from your contractor.

The chemical agents referenced herein may be hazardous to the user or to the environment. Be sure to follow all precautions and warnings on the product label and particularly those that may be necessary to prevent personal injury. Please dispose of these chemical agents in a manner prescribed by the manufacturer. If you are unsure how to use or how to dispose of these chemical agents, contact the manufacturer of these products for instructions.

# **Important: Fire Safety Information**

CertainTeed exterior building materials require little maintenance for many years. Nevertheless, common sense dictates that builders and suppliers of products store, handle and install materials in a manner that avoids damage to the product and/or the structure. Owners and installers should take a few simple steps to protect building materials from fire. Rigid fence is made from organic materials that will melt or burn when exposed to a significant source of flame or heat. Building owners, occupants and outside maintenance personnel always should take normal precautions to keep sources of fire, such as barbecues, and combustible materials, such as dry leaves, mulch and trash, away from fence.



#### CertainTeed

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