

# Fypon LLC Product Warranty

## Lifetime Limited for Homeowners / 4-Year Commercial

### **1. WHAT THE LIMITED WARRANTY COVERS AND FOR HOW LONG**

#### **a) LIFETIME LIMITED WARRANTY FOR HOMEOWNERS**

Subject to the limitations and exclusions below, Fypon LLC ("Seller"), warrants to only the original owner of the residential dwelling (and to the builder or contractor of the dwelling) in which or on a Fypon® product ("Product") is initially installed ("Warranty Holder"), provided the Product remains in the position of original installation, that the Product will be free from non-conformities in material and workmanship for as long as the original owner owns such dwelling ("Warranty Period"). The Warranty Holder may not transfer this Limited Warranty to any other party.

#### **b) 4-YEAR LIMITED WARRANTY FOR OWNERS OF COMMERCIAL OR MULTI-RESIDENT PREMISES**

Notwithstanding the above provision, and subject to the limitations and exclusions below, if the Product is initially installed in a commercial or investment premises, or a multi-resident premises (such as, but not limited to a condominium, townhouse, duplex, apartment building, or cooperative) and the occupant of such premises is normally not responsible for repair or replacement of the Product, Seller warrants to the party who owns that premises or is otherwise responsible for repair or replacement of the Product (and to the builder or contractor) ("Warranty Holder"), provided the Product remains in the position of original installation on such premises, that the Product will be free from non-conformities in material and workmanship for a period of 4 years ("Warranty Period") from the date the Product was originally purchased from the Seller or an authorized dealer. This 4-year Limited Warranty is transferable during the Warranty Period.

By way of clarification, if Product is installed in a residential dwelling inside a multi-resident premises (by way of example, a condominium unit "residential dwelling" in a condominium building "multi-resident premises") but the owner of that residential dwelling is responsible for repair and replacement of the Product, then the above Lifetime Limited Warranty for Homeowners applies and extends to the original owner of the dwelling (and to the builder or contractor of the dwelling), as indicated in the previous section. If, on the other hand, the owner of the multi-resident

premises (the condominium association or apartment building owner, for instance) is responsible for the repair or replacement of the Product in or on the dwelling, then the 4-Year Limited Warranty applies and extends to the owner of the multi-resident premises (and to the builder or contractor of the premises).

### **2. WHAT THE LIMITED WARRANTY DOES NOT COVER**

#### **a) GENERALLY**

This Limited Warranty provided herein covers only those manufacturing and material non-conformities, as specified above, and does not include non-conformities or damages attributable to or arising from any other cause, including, but not limited to, Product: (i) used for purposes for which it is not designed or intended by Seller, or that exceed design(s) test evaluation, as specified by Seller in its product literature, installation instruction, or as otherwise was known or should reasonably have been known by the Warranty Holder or its architect, contractor, or building agents; (ii) which has been subjected to misuse, vandalism, abuse, negligence, or accident; (iii) which have been improperly stored, installed, maintained, or operated; (iv) which have been stored, installed, maintained, painted, stained or cleaned or used in violation of, or inconsistent with, written instructions provided by Seller to Warranty Holder or generally available in Seller's product literature or on Seller's world wide website [www.fypon.com](http://www.fypon.com) (v) which have been subjected to improper temperature, humidity, fire, flood, acts of God, including but not limited to, stresses, winds, debris, or other environmental conditions; (vi) which have been affected by normal or abnormal wear and tear; (vii) which have been used in a manner which results in a load bearing application in violation of, or inconsistent with, the Seller's specifications or installation instructions for the Product, or as otherwise known or should reasonably have been known by the Warranty Holder, or its architect, contractor, or building agents; (viii) which have been used as a support for climbing plants or other materials, (ix) which has been abused by harmful fumes, vapors, solvents, chemicals or chemical pollutants in the atmosphere; (x) which has been adversely affected as a result of building settlement or structural failures of walls or foundations of the premises on or in which the Product is affixed or installed; (xi) which have been removed after the original installation and reinstalled.

#### **b) IMPROPER FINISHING OR INSTALLATION VOID THE LIMITED WARRANTY; MAINTENANCE SHOULD BE TIMELY**

The Limited Warranty will be void if the Products are not installed in accordance with Seller's published instructions, including without limitation, the proper use of glue, paint, and non-corrosive fasteners in combination with recommended adhesive. Proper use of glue and adhesives is crucial to correct installation. Painting with an exterior grade 100% acrylic latex paint is required of all Product purchased with factory applied primer, including all polyurethane Products. PVC free foam Products do not require paint. If PVC free foam is painted, the painting instructions provided by the Seller must be followed or this Limited Warranty will be void. QuickRail® and QuickPost® products should never be painted; to do so shall void this Limited Warranty. The Products should never be installed with fasteners that are susceptible to corrosion. Damage that occurs during installation is not covered by the Limited Warranty, but dents, gashes, cut surfaces, or other damage should be promptly addressed by the installer in accordance with Seller's published instructions, which includes directions on the use of wood filler, automotive filler, adhesive, putty, and caulk. The Products should not be stored or installed in an area subject to solar temperature buildup or localized heat (such as might occur if the Product were placed behind a storm door). Pre-installation acclimation to the installation area may be required.

#### **c) USE OF PRODUCTS FOR STRUCTURAL SUPPORT WILL VOID THE WARRANTY UNLESS OTHERWISE EXPRESSLY PROVIDED BY THE SELLER**

This Limited Warranty will be void if a Product that is described in Seller's Product literature for decorative purposes only is used to provide any structural support. The load bearing capacity of the structural column, balustrade, railing and porch post Products is set forth in Seller's Product literature and should be reviewed prior to purchase and installation. Seller is not responsible for installation alterations that may be required to meet local building codes.

#### **d) PUBLISHED PRODUCT MATERIALS MUST BE REVIEWED**

PRIOR TO PURCHASE, INSTALLATION (INCLUDING WITHOUT LIMITATION PRE-INSTALLATION STORAGE, PRIMING, FINISHING, STAINING AND PAINTING), USE AND MAINTENANCE OF

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THE PRODUCT, WARRANTY HOLDER AND ITS ARCHITECT, CONTRACTOR, AND/OR BUILDING AGENTS SHOULD REVIEW SELLER'S PUBLISHED PRODUCT SPECIFICATION (INCLUDING WITHOUT LIMITATION THE PRODUCT MANUAL) AND INFORMATION INDICATING WHICH PRODUCTS ARE SUITABLE FOR INTERIOR AND/OR EXTERIOR USE, AND WHETHER OR NOT THE PRODUCTS ARE SUITABLE FOR, AND THE EXTENT OF, LOAD BEARING CAPACITY, AND SELLER'S INSTALLATION, USE AND MAINTENANCE INSTRUCTIONS FOR THE PRODUCT. THIS INFORMATION ACCOMPANIES THE PRODUCT AND/OR IS AVAILABLE UPON REQUEST FROM THE SELLER AND/OR IS AVAILABLE ON SELLER'S WEBSITE WWW.FYPON.COM. FAILURE TO FOLLOW THESE INSTRUCTIONS AND INFORMATION WILL VOID THE PRODUCT'S LIMITED WARRANTY.

**e) SPECIAL ENVIRONMENTAL CONDITIONS AND FIRE RESISTANCE ARE NOT COVERED BY THE LIMITED WARRANTY**

This Limited Warranty does not cover damage attributable or caused by acts of God that include but are not limited to, stresses, winds, debris and other conditions that exceed design(s) as test evaluated and referenced in Seller's published Product materials and installation. The Products have not been specifically formulated for fire resistance nor tested by any official independent laboratory.

**3. YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY**

In the event of a non-conformity in workmanship or materials in the Product or one or more components of the Products as specified in this Limited Warranty, the sole obligation of the Seller is, at its sole option, to either: a) provide replacement Product or component(s) to you or the Seller's dealer you designate (color matching not guaranteed); or b) provide for repair of the Product or component(s) (color matching not guaranteed); or c) refund the purchase price of the Product or component(s) at the time the Product or component(s) was installed (the lesser of the original Product purchase price or the original catalog list price). Repaired or replaced Product or components are individually warranted only under the same terms and for the remaining balance of the Warranty Period applicable to that Product or component(s) which is repaired or replaced. THIS IS YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY. By way of example but not limitation, the following costs and expenses are not covered by the provisions of this Limited Warranty: (i) labor costs for the removal, reinstallation or refinishing of Products (or of other building materials which must be

removed, reinstalled or refinished in order to repair or replace the non-conforming Products); (ii) shipping and freight expenses required to return Products to Seller; (iii) normal maintenance; and (iv) consequential, special, or indirect losses or damages of any kind.

**4. DISCLAIMER OF OTHER WARRANTIES**

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NONETHELESS EXIST BY OPERATION OF LAW, ANY SUCH WARRANTIES ARE LIMITED TO THE DURATION PROVIDED BY THAT LAW. SOME STATES/PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**5. LIMITATION OF LIABILITY**

SELLER'S SOLE LIABILITY UNDER THIS LIMITED WARRANTY SHALL BE REPLACEMENT, REPAIR, OR REFUND OF THE PURCHASE AS SET FORTH ABOVE. IN NO EVENT, WILL SELLER OR ITS AFFILIATES BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, ECONOMIC, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGE OF ANY KIND TO A RESIDENCE OR BUILDING, LABOR COSTS OF ANY KIND, REMOVAL, REINSTALLATION, REFINISHING, LOSS OF USE OF THE PRODUCTS, COSTS OF TEMPORARY OR PERMANENT RELOCATION OF PERSONS OR PROPERTY, LOSS OF PROFITS OR REVENUE, INTEREST, LOST GOODWILL, WORK STORAGE, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN, DOWNTIME, OR NON-OPERATION, INCREASED EXPENSES OF OPERATION, CLAIMS OF EMOTIONAL DISTRESS, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, OR CLAIMS OF WARRANTY HOLDER'S CUSTOMERS FOR SUCH DAMAGES, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES/PROVINCES/TERRITORIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH

VARY FROM STATE TO STATE/PROVINCE TO PROVINCE/TERRITORY TO TERRITORY. EVEN IF THIS LIMITED WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SELLER'S ENTIRE LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT WARRANTED HEREUNDER, OR THE NON-CONFORMING PORTION THEREOF, WHICHEVER IS THE LESSER AMOUNT.

**6. CLAIMS**

Claims under this Limited Warranty must be initiated during the Warranty Period. To initiate a claim under this Limited Warranty, please contact the builder or contractor who installed the Product or the dealer who provided the Product. In the event that the builder or contractor or dealer is not known or can not be contacted, please contact Seller's Customer Service department at 1-800-446-3040 or as directed at [www.fypon.com](http://www.fypon.com). Claimant will be required to provide the necessary proof of home or premises ownership and the date of purchase of the Product and may be required to return the Product or component to Seller (at Claimant's expense).

**7. PRODUCT CHANGES**

Seller reserves the right to discontinue or change any Product it manufactures or sources. If the Product or component of the Product originally installed is not available and Seller elects to provide a replacement, Seller shall have the right to substitute such Product or component with a Product or component designated by Seller, at its sole option, to be of equal quality and price.

**8. INTERNATIONAL SALES**

Seller does not warrant that published Product and technical information regarding Products is consistent with applications, building customs, or building standards outside of North America. Seller's customers outside of North America should contact a local Product distributor or Seller's Sales Department – International Sales for specific guidelines and questions regarding Product warranty.

**Corporate Headquarters**

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