



www.lyftym.com

LIMITED LIFETIME WARRANTY

Subject to the conditions and limitations listed herein, LYF-TYM Building Products Co., Inc. (hereafter referred to as "LYF-TYM") warrants its vinyl 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. LYF-TYM warrants only those products manufactured by it. This warranty extends only to the original purchaser. 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 LYF-TYM products used on freestanding, detached residential property where the owner resides, during the owner's lifetime. 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, included 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 twenty (20) years following the installation of the products and is limited to the original owner.

Registration of Warranty

To obtain coverage under this warranty, the warranty must be registered. This can be done online at www.lyftym.com/warranty-registration. 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

LYF-TYM Building Products Co., 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 LYF-TYM 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, lighting, ice, windborne 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 LYF-TYM has no control)

- Warping or distortion due to exposure to excessive heat sources (e.g., barbecue grills) or exposure to unusual or excessive reflective heat sources (e.g., skylight or window reflection, roofing materials, pools, decks, blacktop, or concrete materials)
- Installation of hardware, gates, or accessory items or defects caused by their installation
- Damage from large animals (including but not limited to horses)
- Any damages for injury to any person or property
- Other defects not caused by LYF-TYM

Warning

LYF-TYM BUILDING PRODUCTS CO., INC. AND ITS EMPLOYEES ARE NOT QUALIFIED TO APPROVE, RECOMMEND OR ADVISE AS TO THE SUITABILITY OF LYF-TYM 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 LYF-TYM PRODUCT FOR A PROPOSED USE. LYF-TYM BUILDING PRODUCTS CANNOT BE EXPECTED TO CONTAIN LARGE ANIMALS (INCLUDING BUT NOT LIMITED TO HORSES) AND THEREFORE LYF-TYM 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 LYF-TYM Building Products Co., Inc. Warranty Services Dept. PO Box 43825 Charlotte, NC 28215 within thirty (30) days of the date that the defect is first discovered or reasonably could be discovered. LYF-TYM will then have a reasonable time to inspect or, at LYF-TYM’s option, to have the product shipped at the owner’s expense, prepaid, to LYF-TYM for examination of the alleged defect. LYF-TYM shall be the sole judge of whether the product is defective and whether the defect is due to manufacturing.

If, after its inspection, LYF-TYM determines the claim is in accordance with the terms of this Limited Lifetime Warranty, then LYF-TYM 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

Years from Installation Date: Lifetime **Amount of Refund:** Full purchase price of LYF-TYM products

All other owners and uses (limited to original owner)

Years from Installation Date: 20 Years **Amount of Refund:** Full purchase price of LYF-TYM 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 LYF-TYM 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 LYF-TYM BUILDING PRODUCTS. YOUR EXCLUSIVE REMEDY AND LYF-TYM’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.