

# Lifetime Non-Prorated Limited Warranty

# WHAT AND WHO IS COVERED FOR HOW LONG

LMT warrants to the original homeowner/customer that its vinyl (PVC) products will be free from manufacturing defects - including peeling, flaking and corroding - when subject to normal and proper use. Should any defect occur LMT will repair or replace, at its option, the defective product. LMT also reserves the right to refund the amount paid by the original owner for the product (but not including the cost of its initial installation). In no event shall LMT be liable or responsible for labor charges or other expenses whatsoever in connection with removal or installation of either the original or replacement product.

#### **DESIGNER PRODUCTS**

Designer Products are warranted for 20 years and same limitations and coverage as other LMT products.

#### 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 LMT's written instructions; Use of accessories which do not properly receive and/or secure LMT products; Impact of foreign objects, fire, earthquake, flood, lightning, hail, hurricane, tornado or other casualty or act of God; Movement, distortion, collapse or settling of the ground or structure on which the product is installed; Any other cause not involving manufacturing defects in the material supplied by LMT;

Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere which 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 product, the cleanliness of the air in the area, and many other influences over which LMT has no control.

This warranty does not apply to product which has been painted, varnished or coated over the manufacturer's original finish.

If LMT replaces any material under this warranty, it may substitute products designated by LMT to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

# TRANSFERABILITY

This warranty is not transferable.

# OTHER CONDITIONS

THIS WARRANTY REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES, OR OBLIGATIONS OF LMT. PERTINENT STATE LAW SHALL CONTROL FOR WHAT PERIOD OF TIME FOLLOWING THE SALE A HOMEOWNER/CUSTOMER MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL LMT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSON HEREIN, RESULTING FROM THE BREACH OF THIS WARRANTY. LMT DOES NOT AUTHORIZE ITS DISTRIBUTORS OR DEALERS TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON, OR THE EXCLUSION OF, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

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

# WHAT THE CUSTOMER MUST DO

The homeowner/customer upon identifying any manufacturing defect must promptly notify LMT in writing and provide proof of the date of purchase.

All notifications should be sent to:

LMT Mercer Group, Inc. 690 Puritan Avenue Lawrenceville, NJ 08648 Attn: Consumer Services Department

The consumer may be required to submit a sample of the defective material to LMT for analysis. LMT upon confirming that a defect exists and that said defect is covered by this warranty will within a reasonable amount of time repair or provide replacement for the defective material. LMT reserves the right to refund the amount paid by the original owner for the defective material, and accessories, per the terms of this warranty.

This warranty is effective for products purchased after March 15, 2000.