



Limited Lifetime Vinyl Fencing Warranty

Upon proper product maintenance by the registered purchaser and with normal use, Top Dog Fencing warrants that its vinyl fencing products will be free from material defects such as rot, rust, splitting, flaking, peeling, blistering and abnormal weathering.

The warranty automatically ends upon the death of the last registered homeowner(s) or if there is a sale of the property. The warranty can be transferred one time from the original registered homeowner to the new owners of the property with the following limitations: new homeowner must obtain an original or copy of the original sales receipt (with proof of date) from the previous owner(s); if fence is purchased from a builder or installer, documentation must be supplied that names the product installed on property and date of transfer.

Top Dog Fencing will have the option to repair, replace or refund (original amount paid) any fencing supplied, in the event of a defect in the product, whereby the registered purchaser is still residing and maintaining ownership of the property.

Top Dog Fencing will be responsible solely for the expenses of the repair, replacement or refund of the fencing product and not liable for anything beyond this including labor, removal, installation costs, and shipping etc.

The original and remaining warranty period will be applied to all repaired or replacement materials, not extended.

A warranty period of 30 years will be applied to all fencing supply purchasers who are not individual homeowners residing on the property, such as the following; corporations, government agencies, apartment buildings, schools etc.

The consumer may be required at their expense to professionally clean the material upon Top Dog Fencing request. Top Dog Fencing may also request at the consumers expense to submit samples, pictures and other evidence of the defective material for analysis, freight and any other costs incurred will be at the expense of the customer. Top Dog Fencing will then investigate the claim and may examine the material claimed to be defective. If a defect covered by this warranty is confirmed, Top Dog Fencing, within a reasonable amount of time after the inspection, will repair or provide replacement material for the fencing or refund the amount paid by the original owner for the fencing and accessories, per the terms of this warranty.

Limitations of Warranty

The Top Dog Fencing 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 the following:

- Misuse, abuse, neglect or improper handling or storage;
- Improper service and installation;
- Use of additional materials/accessories that are not compatible with Top Dog Fencing fencing supplies;
- Impact of foreign objects, fire, earthquake, flood, lightning, hail, hurricane, tornado or other casualty or acts of God;
- Movement, distortion, collapse or settling of the ground or structure on which the fence is installed;
- Distortion or melting of the vinyl fencing supplies 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 other cause not involving manufacturing defects in the material supplied by Top Dog Fencing

The fencing supplies are 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, the cleanliness of the air in the area and many other influences over which Top Dog Fencing has no control.

Top Dog Fencing shall have sole discretion to determine whether the fencing is suffering from normal weathering. If the fencing weathers to a degree determined by Top Dog Fencing to be beyond normal, Top Dog Fencing will either repair, replace or refund (original purchase amount, not including the cost of labour) for the defective fencing.

Notwithstanding anything set forth above, the fence is warranted against yellowing of the product due to normal weathering from the elements. Material must be maintained following the care and maintenance procedures found at topdogfencing.ca.

Lifetime coverage does not apply to fencing product used as common perimeter or common pool fencing. Common perimeter and common pool fencing is covered by a 30-year limited warranty.

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

Top Dog Fencing reserves the right to discontinue or modify any of its products, including the color, without notice to the homeowner/purchaser, nor shall Top Dog Fencing be liable in the event the replacement product may vary in color or gloss in comparison to the original product. If Top

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

Transferability

This limited warranty is transferable one time only by the original registered homeowner(s) residing on the property to the subsequent homeowner(s) where the Top Dog Fencing fence products were installed, provided that the subsequent homeowner retains the original or a copy of the original bill of sale from the initial registered 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 for a maximum of 30 years from the date of original installation. In the case of fence product purchased by or installed upon property not owned by individual homeowner(s) as their residence, the limited warranty is not transferable.

Warranty Claims

Any warranty claims must be sent to Top Dog Fencing at the address below. The homeowner or subsequent homeowner must provide proof of purchase, such as, original or copy of original receipt/invoice that clearly shows date of install of a Top Dog Fencing product. Subsequent homeowners must provide the same original receipt/invoice and supporting title transfer documents from the original homeowners. Top Dog Fencing, as detailed above, may request at the homeowners expense to professional clean or submit pictures and samples of the defective product.

Additional Conditions

This document constitutes the exclusive warranties and remedies provided by Top Dog Fencing the warranties and remedies contained in this document are expressly in lieu of any and all other obligations, guarantees and warranties, whether written, oral or implied. Top Dog Fencing's obligations, responsibilities and liability shall be limited to repairing, replacing, refunding or cleaning the defective product as set forth in this limited warranty. In no event shall Top Dog Fencing 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 Top Dog Fencing or as a result of the breach of this warranty. In no event shall Top Dog Fencing total liability arising out of or related to the product(s) or this warranty exceed the original purchase price of the fence product.

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