



FORM-A-FENCE warrants that it will provide the original consumer purchaser of PVC FORM-A-FENCE Deck, and Railing with products that are free from defective raw materials and manufacturing defects. As a result, these products will not peel, flake, rust, blister or corrode. Furthermore, FORM-A-FENCE warrants that these products will not require the painting and traditional maintenance normally associated with fencing manufactured from raw materials other than PVC, nor will they exhibit abnormal weathering, discoloration and brittleness, nor will they be damaged by insects.

What materials are covered by this warranty?

All PVC products manufactured and sold as FORM-A-FENCE Deck and Railing are covered by this 50-year warranty if the original consumer purchaser registers his/her warranty with FORM-A-FENCE within 30 days of his/her purchase. Products sold by FORM-A-FENCE but not manufactured of PVC are not covered by this warranty.

What does this warranty cover?

Product failure resulting from defective raw materials and/or manufacturing defects.

How long will the warranty be effective?

- For residential consumer purchases, the warranty shall be fully effective without pro-ration for fifty years from the date of purchase or until the original consumer purchaser sells his property without effecting a properly executed warranty transfer or until the warranted materials are moved from *their* original location and/or altered from *their* original FORM-A-FENCE approved designs. No combination of events will extend the warranty beyond fifty years from the original residential consumer's purchase. For commercial purchases, the warranty shall be effective without pro-ration for twenty years from the date of purchase or until the original commercial property owner sells the property or until the warranted materials are moved from *their* original location and/or altered from their original FORM-A-FENCE approved designs. Warranties on commercial purchase are not transferable.

Are registered FORM-A-FENCE warranties transferable?

Properly registered FORM-A-FENCE warranties are eligible for a one-time transfer by the original residential consumer owner to a subsequent residential consumer purchaser of the real estate on which the warranted products were originally installed if:

1. The warranty to be transferred was properly registered with FORM-A-FENCE within 30 days after the original purchase.
2. The request for transfer is made within ten years of the original purchase.
3. The product has not been moved from its original location and/or altered from its original FORM-A-FENCE approved design or modified in any manner that compromises the product's original integrity.
4. FORM-A-FENCE receives a written request for transfer within 30 days of the real estate transfer.
5. FORM-A-FENCE receives proof of the original purchase and receives a copy of the original warranty that was signed by the Authorized Independent Country Estate Dealer or a FORMAFENCE Installer establishing that the installation is 100% FORM-A-FENCE products.
6. FORM-A-FENCE, receives a \$25 processing fee paid in full prior to the transfer.
7. Warranties on commercial purchases are not transferable.

NOTICE: A TRANSFER OF THE WARRANTY WILL NOT EXTEND THE OVERALL WARRANTY PERIOD BEYOND 50 YEARS FROM THE ORIGINAL PURCHASE DATE.

What will FORM-A-FENCE do if problems develop?

FORM-A-FENCE will furnish the registered owner of record with materials that are not defective.

How does the owner of record obtain warranty replacement materials?

- Contact the dealer who sold and/or installed the FORM-A-FENCE or write to FORM-A-FENCE 5617 Egremont Drive, Ilderton, ON, N0M 2A0 or call FORM-A-FENCE at 1-800-379-2125.

What is not covered by this warranty?

- Compensation *other* than being furnished replacement materials. Compensation for defective fabrication and/or installation work not performed by FORMAFENCE employees. The Authorized Installer must provide the warranty covering his/her fabrication and installation work. (On request, FORM-A-FENCE will provide the installer and the consumer purchaser with installation manuals that describe recommended installation procedures or installation instructions and recommendations may be found at WWW.FORMAFENCE.COM.

Compensation relating to projects where PVC materials manufactured by companies other than FORM-A-FENCE have been combined with FORM-A-FENCE PVC.

Compensation for removing materials and/or mildew applied and/or accumulated on the products after the product was manufactured.

Compensation for Hardware or other non-PVC items replacement or removal.

Compensation for damage due to misuse, vandalism, accidents or acts of God.

Compensation for an insurable loss.

Compensation for FORM-A-FENCE, Deck and Railing that have been combined or incorporated into structures *other* than those manufactured by FORM-A-FENCE or that have been altered by the addition of paints and/or chemicals not recommended for use with Polyvinyl Chloride (PVC).

Movement, distortion, collapse or settling of the ground or structure on which the fence, deck or railing is installed. Any *other* cause of failure not involving material and/or manufacturing defects in the product. Recoveries for consequential or incidental damages.

Compensation for FORM-A-FENCE, Deck, Railing for discoloration or other damage caused by air pollution (including but not limited to metal oxides or metallic particles), exposure to harmful chemicals or normal weathering from the elements.

Compensation for normal and expected weathering. (Normal weathering shall be defined as exposure to ultra-violet light and extremes of weather and atmospheric conditions that will cause any coloured surfaces to experience changes within the weather and colour hold standards established in ASTM Specification D-4726.

Other considerations limiting a purchaser's rights under this warranty:

FORM-A-FENCE shall have sole discretion to determine, based on reasonable criteria, whether the FORM-A-FENCE, Deck or Railing Products exhibit abnormal weathering. If the fence, deck or railing weathers to a degree determined by FORM-A-FENCE to be beyond normal, FORM-A-FENCE will, at its option, make repairs it deems appropriate or provide replacement material as it deems appropriate. FORM-A-FENCE also reserves the right to refund the amount paid by the original owner for the FORM-A-FENCE, Deck or Railing Products materials and accessories.

FORM-A-FENCE retains the right to discontinue or modify any of its products, including the colour, without notice to the homeowner/consumer, nor shall FORM-A-FENCE be liable in the event the replacement material may vary in colour or gloss in comparison to the original product as a result of normal weathering. If FORM-A-FENCE replaces any material under this warranty, it may substitute products designated by FORM-A-FENCE to be of comparable quality or price range in the event the product initially installed has been discontinued or modified. All disputes shall be governed by Ontario law.

How does provincial law relate to this warranty?

You may have rights *other* than those specified in this warranty. These rights vary from province to province. **How do you preserve your rights as a purchaser of FORM-A-FENCE?**

On completion of your FORM-A-FENCE project, your Authorized Independent Country Estate or a FORMAFENCE dealer should provide an official copy of the warranty that includes a registration card that must be signed by the Authorized Independent Dealer/Installer and that card must be returned to FORM-A-FENCE. If your dealer does not provide a copy of the warranty, call 1-800-379-2125. FORM-A-FENCE will acknowledge receipt of your warranty registration.

FORM-A-FENCE
Code of Ethics

1. To properly and effectively serve the needs of the ultimate user or consumer of the company's products or services;
2. To provide a professional, competitive and successful program that will establish and maintain the integrity of the fence industry;
3. To advertise or communicate to any person or company, by conversation, correspondence, newspapers, magazines, radio, television or any other means of communication:
 - a. Factual information only concerned with the growth of the company or its number of operating outlets at the time of communication;
 - b. True and proper representation of all policies, products and any other important information which has influence on the consumer;
 - c. Ethical consumer advertising, to avoid any misleading claims such as, but not limited to false comparisons, untrue, unproven or exaggerated statements, trick photography or omission of pertinent facts; and
 - d. Indicate to the purchaser that differences in gauges, weights, sizes, grades, ect., to exist in vinyl fences;
4. That it shall completely avoid, by demonstration and action, and shall encourage its personnel to avoid illegal practices of any sort;
5. That it shall respect all contracts, pay all obligations, maintain a good credit rating, and in other respects follow the highest standards of business conduct;
6. That it shall not, in any way, copy or represent the trademark or other distinguishing marks of other companies with intent to mislead the public; and
7. That it shall assume the moral obligation to conduct continuing research in its field, to increase its knowledge with respect to all phases of its business operation, to assist it in maintaining a competitive position, achieving better performance.

Please go to www.formafence.com to fill out your warranty card.

5617 Egremont Drive
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