



VINYL SHEET PILING – 50-YEAR LIMITED TRANSFERABLE WARRANTY

VinylOne guarantees its Vinyl Sheet Piling products against defects in material and workmanship that affect the performance for which it is intended. When VinylOne Vinyl Sheet Piling is installed under normal conditions, within appropriate approved engineering design and criteria and proper use, it is guaranteed against such defects for fifty (50) years.

WARRANTY EXCLUSIONS

This Limited Warranty does not cover damage to the Vinyl Sheet Piling due to abuse, storms, acts of God, misuse, normal wear and tear, exposure to harmful chemicals and pollutants, faulty installation, or if the product is used for purposes for which it was not originally intended.

WARRANTY REMEDY

If such a defect appears within fifty (50) years from the date of purchase, VinylOne will, at its option, either provide for the refund of the original purchase price, prorated fifty years from the date of purchase, or supply replacement product (but not labor or other expenses related to the installation or re-installation).

CLAIM PROCEDURE


Any warranty claim must be submitted within thirty (30) days of discovery of the defective material and must be accompanied by the original Warranty Certificate or proof of purchase and pictorial documentation of defect. VinylOne reserves the right to further investigate any claim or request additional information. A VinylOne manager or appointed representative will, upon notification of a defect, be the sole judge as to the existence of, and the extent of any defect. Warranty claims must be submitted to: VinylOne, Inc., Attn: Warranty Claims, 8001 Krueger Avenue, Cleveland, OH 44105.

TRANSFERABILITY

This warranty may be transferred to a new property owner, prior to closing, with written approval of a manager of VinylOne.

ALL OTHER WARRANTIES DISCLAIMED: THIS WARRANTY IS IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, TO THE EXTENT ALLOWED BY LAW, AND VINYLONE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND WARRANTIES ARISING FROM ANY COURSE OF DEALING, CUSTOM, USAGE OF TRADE OR PROVISION OF SAMPLES, PRODUCT LITERATURE OR WEB SITE.

LIMITATION OF REMEDIES AND DAMAGES: THE REMEDY STATED ABOVE TAKES THE PLACE OF ALL OTHER REMEDIES AGAINST VINYLONE AND IS THE ONLY REMEDY AGAINST VINYLONE AVAILABLE TO OWNER OR TO ANY OTHER PARTY. IN NO EVENT WILL VINYLONE BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, DELAY AND LOST PROFITS) ARISING OUT OF OR CONNECTED WITH THE VINYL SHEET PILING PRODUCT, OR WITH ANY USE OR MISUSE OF THE PRODUCT, REGARDLESS OF ANY STRICT LIABILITY OR NEGLIGENCE OF VINYLONE AND REGARDLESS OF THE LEGAL THEORY (CONTRACT, TORT OR OTHER) USED TO MAKE A CLAIM, AND REGARDLESS WHETHER SUCH REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL VINYLONE BE OBLIGATED TO PAY COSTS, DAMAGES OR ANY OTHER AMOUNTS IN TOTAL EXCEEDING THE ORIGINAL PRICE OF THE VINYL SHEET PILING PRODUCT PAID TO VINYLONE.



COMPLETE AGREEMENT: This Limited Warranty replaces and supersedes any prior oral or written warranties, agreements, purchase orders, request for quotations or proposals, sales presentations, or representations relative to the vinyl sheet piling. No agent, employee or other party is authorized to make any warranty in addition to that made in this Limited Warranty. The laws of the State of Ohio, other than its principles of conflict of laws, shall govern the interpretation, construction and enforcement of this Limited Warranty.

HOMEOWNER INFORMATION

Name: _____

Address: _____

Date Installed: _____

INSTALLER INFORMATION

Name: _____

Address: _____

Date Installed: _____

Total Feet Installed: _____

Signature: _____