

Royal Outdoor Vinyl Products Limited Warranty

WHAT PRODUCT LINES ARE COVERED?

The limited warranty given in this document by Royal Outdoor Products ("Royal") applies to Royal's Deck Lok™, Brock Deck™, Triple Crown™ Fence and Brock Dock® vinyl products (the "Covered Products"), subject to the exclusions and limitations described below. Parts and components not manufactured by Royal, but supplied by Royal with its Covered Products (e.g., non-vinyl parts such as screws, hinges, latches and aluminum clip strips), are covered by the Warranty for two years.

WHAT WARRANTY IS GIVEN?

Royal warrants that the Covered Products will be free from defects in materials and workmanship that result in the Covered Products warping, rotting, corroding, flaking, peeling, blistering or having abnormal discoloration of surfaces (the "Warranty").

WHO IS COVERED BY THE WARRANTY AND FOR HOW LONG?

For individual person(s) who are homeowners, lifetime coverage is provided by the Warranty. Lifetime coverage does **not** extend to any product purchased by, or installed on property owned by, any other persons or entities, including without limitation, corporations, partnerships, trusts, estates, governmental agencies or bodies, religious organizations, schools, condominiums or cooperative housing arrangements, apartment buildings or any other multi-housing units not used by only individual homeowners.

For entities and persons to whom lifetime coverage does not extend, the Warranty period for Covered Products (other than Columns) is twenty years following the date the Covered Products are installed. For those entities and persons, the Warranty is transferable during that twenty-year period, except where the Covered Products were used in commercial or governmental applications. (For information on Warranty transfer procedures, please visit www.royalcrownltd.com.)

For commercial and governmental applications, the Warranty period is twenty years following the date the Covered Product is purchased. This twenty-year Warranty extends only to the original commercial or governmental agency that purchased the Covered Product.

For Covered Products that are Columns, the Warranty period is ten years following the date that the Columns are placed into use by the ultimate consumer. The "ultimate consumer" of Columns is the person or entity in whose building or structure the Columns are installed. During the ten-year Warranty period for Columns, the "ultimate consumer" is whomever the then-current owner of that building or structure happens to be.

WHAT IS NOT COVERED BY THE WARRANTY?

Color change due to "normal weathering" is not a defect and is not covered by this Warranty, including, but not limited to, non-uniform fading and color changes resulting from unequal exposure to sun and elements. Normal weathering also includes situations where the product fades, darkens, chalks or acquires a surface accumulation of dirt or stains due to exposure to ultraviolet (sun) light, extreme temperatures, air quality, geographic location and other local conditions (or any combination of such factors). None of those situations are covered by the Warranty. Royal, at its own discretion, will determine whether the Covered Product in question is suffering from abnormal weathering, such that it is covered by the Warranty. One factor that Royal may use in making that determination is whether the product evidences a change in color in excess of seven Hunter units, as calculated according to ASTM D2244.

Any staining or color change or degradation of the Covered Products caused by items such as vinyl blow-up pool toys, air mattresses, garden hoses, vinyl tarps and rubber-backed mats being left on the Covered Products for extended periods of time are not defects and are not covered by the Warranty.

Any staining or color change or degradation of the Covered Products resulting from paint, stains, tanning lotion and sprays, insect repellent, nail polish remover, lawn and agricultural chemicals (such as fertilizers and pesticides) coming into contact with the surface of the Covered Products are not defects and are not covered by the Warranty.

Damage or defects resulting from painting over, covering with a foreign material, misuse, abuse, neglect, faulty or improper installation, negligence, alteration, accident, lack of proper maintenance, impact of foreign objects, hail, tornado, hurricane, other violent storm, flood, fire, acts of terrorism, pollutants, chemicals, failure of or damage to walls, surfaces or structures to which products are applied arising from settlement, movement or cracking of those walls, surfaces or structures, acts of God, and any other causes beyond Royal's control are not defects under this Warranty and are not covered in any way by this Warranty.

Distortion or warping of product due to outdoor heating sources including, but not limited to, grills, smokers and solar reflection from windows or foil sheathing is not covered by the Warranty.

The Warranty does not apply to any parts or components not supplied by Royal. The Warranty is void if any structural parts and components not supplied by Royal are used.

The limited Warranty (described below) does **not** apply to any third-party's products or product lines that Royal manufactures under a toll manufacturing arrangement.

The Warranty is void if the Covered Products at issue were purchased from a person or company that is not an authorized Royal dealer.

The Warranty is void if the Covered Products at issue are not installed, operated and maintained in accordance with the instructions published by Royal.

The Warranty does not apply outside North America.

REMEDIES: WHAT ROYAL WILL AND WILL NOT DO

Where a claim is covered by the Warranty, Royal will, at its option, either (a) repair the defective Covered Product at Royal's cost; or (b) replace the defective Covered Product and cover the cost of the replacement product and freight charges for shipping the replacement product.

ROYAL WILL NOT COVER THE COST OF LABOR FOR REMOVING THE DEFECTIVE PRODUCT OR LABOR COST FOR INSTALLING THE REPLACEMENT PRODUCT.

ROYAL IS NOT RESPONSIBLE FOR, AND WILL NOT PAY FOR, CLAIMS OF INCONVENIENCE, LOSS OF TIME OR OTHER CLAIMS FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, CLAIMS FOR LOST REVENUE OR LOST PROFITS, REGARDLESS OF WHETHER THE CLAIM ASSERTS THAT THOSE DAMAGES ARISE FROM BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT.

Royal will not give you advice or guidance on whether a particular product is suitable for a particular application or intended use, and will not be responsible for the failure of any product to be suitable for a particular application or use. Royal and its employees and representatives are not qualified to approve, recommend or advise customers or users as to the suitability of Royal's (or any third party's) products for any particular application or use. Your local building code authority, local zoning office, local fire marshal's office and professional engineers should be consulted to help you determine the proper and safe use of the products.

LIMITATION ON AVAILABILITY OF REPLACEMENT PRODUCTS

Royal reserves the right to discontinue or change any of its products, including product colors, at any time without giving notice to you. Should a product covered by the Warranty be unavailable, Royal reserves the right,

exercisable at its sole discretion, to substitute a product of either comparable quality or price.

HOW TO GET SERVICE

To obtain coverage under this warranty, the warranty must be registered. This can be done online at www.royaloutdoor.com/warranty, or contact your dealer for a printed form. The warranty must be registered within forty-five (45) days after completion of installation of the warranted products in order for the purchaser to be eligible for coverage under this warranty.

The person authorized to bring a Warranty claim must give Royal prompt notice of any defect to obtain Warranty service. The failure to give prompt notice will void the Warranty. Notice must be mailed to "Royal Outdoor Products, P.O. Box 360, Milford, Indiana, 46542-0360, U.S.A." The remedies provided under this Warranty, if applicable, will be provided within a reasonable time after Royal receives the notice of defect.

PROOF OF PURCHASE, SUCH AS A SALES RECEIPT OR OTHER PURCHASE DOCUMENT, IS REQUIRED TO OBTAIN WARRANTY SERVICE.

WARRANTIES THAT DO NOT APPLY

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, AND (EXCEPT TO THE EXTENT PROHIBITED BY LAW) ROYAL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY NOT PROVIDED IN THIS DOCUMENT, AND ANY REMEDY FOR BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE WHICH, BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION OR BY OPERATION OF LAW, IS EXCLUDED AND DISCLAIMED (EXCEPT TO THE EXTENT THAT ANY SUCH EXCLUSION OR DISCLAIMER IS PROHIBITED BY APPLICABLE LAW).

In the event that any jurisdiction prohibits the disclaimer of any one or more of the warranties excluded and disclaimed above, that warranty shall be limited in duration to the shortest period of time allowed by the laws of that jurisdiction.

LIMITATIONS

BY ACCEPTANCE OR USE OF THE ROYAL PRODUCTS, THE PURCHASER OR USER OR TITLE HOLDER OF THE PRODUCTS AGREES THAT ROYAL'S LIABILITY, AND ITS REMEDIES FOR ANY ALLEGED BREACH OF WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE PRODUCT, AT ROYAL'S OPTION, AS STATED ABOVE.

AS STATED ABOVE, ROYAL IS NOT RESPONSIBLE FOR, AND WILL NOT PAY FOR, CLAIMS OF INCONVENIENCE, LOSS OF TIME OR OTHER CLAIMS FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, CLAIMS FOR LOST REVENUE OR LOST PROFITS, REGARDLESS OF WHETHER THE CLAIM ASSERTS THAT THOSE DAMAGES ARISE FROM BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT.

NO CHANGES OR MODIFICATIONS TO THIS WARRANTY

No employee or representative of Royal, and no dealer or distributor of Royal products, is authorized to make any change or modification to any part of this Warranty document. Any purported change or modification, whether oral or written, is not effective.



Royal Outdoor Products
Great Ideas Taking Shape.