



CLASSIC ILLUSIONS FENCE LIMITED WARRANTY & GRAND ILLUSIONS FENCE LIMITED WARRANTY

Illusions Vinyl Fence (“Illusions”) warrants to the purchasing homeowner (the “Purchaser”) that his or her Classic Illusions Vinyl Fence (the “Classic Illusions Fence”) or Grand Illusions Vinyl Fence (the “Grand Illusions Fence”), as applicable, will be free from manufacturing defects including peeling, flaking, blistering and corroding when subject to normal and proper use, subject to the following terms and conditions.

Classic Illusions Warranty. Should any manufacturing defect occur in a Classic Illusions Fence during the lifetime of the Purchaser (and provided that the Purchaser is still the homeowner at the time such defect is reported), Illusions will, at the sole option of Illusions, repair or replace the defective Classic Illusions Fence or the defective parts of such Classic Illusions Fence.

Grand Illusions Warranty. Should any manufacturing defect occur in a Grand Illusions Fence between the date of installation and the twenty (20) year anniversary of the installation date (and provided that the Purchaser is still living and is still the homeowner at the time such defect is reported), Illusions will, at the sole option of Illusions, repair or replace the defective Grand Illusions Fence or the defective parts of such Grand Illusions Fence; provided, however, that cost of such repair or replacement fence product shall be prorated between Illusions and Purchaser over the twenty (20) year limited warranty period, such that in year one of the limited warranty period Illusions would be responsible for 100% of such cost and in year twenty of such limited warranty period, Illusions would be responsible for 5% of such cost with the Purchaser responsible for the remaining 95%. Illusions also warrants Grand Illusions Fence products against excess fading beyond “Normal Weathering” during the applicable limited warranty period (and provided that the Purchaser is still living and still has ownership of the property at the time such defect is reported) if caused by a manufacturing defect and if reported to the fence contractor within the duration of the applicable warranty period. “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 fence is not warranted against discoloration or other damage caused by air pollution (including but not limited to metal oxides or metallic particles), mold, mildew, use of harmful chemicals either by exposure or cleaning, or Normal Weathering.

Limitations

In the event of any repair or replacement of fence product under this limited warranty, Illusions shall not be liable for labor charges or other expenses incurred in connection with removal or installation of either the original or replacement product. Illusions reserves the right to refund the amount paid by the Purchaser for the fence product instead of repairing or replacing the defective fence product. In the event of repair or replacement under the terms of this limited warranty, the original limited warranty shall apply to the repaired or replaced fence product and will extend for the balance of the original limited warranty period only. The coverage offered by this limited warranty automatically ends upon the earlier of the sale of the property or death of the last of the Purchasers.

In the event a fence product is purchased by or installed upon property owned by a corporation, governmental agency, partnership, trust, religious organization, school, condominium, homeowner association, cooperative housing arrangement, apartment building or any other type of building or any other premises not consisting of a single family home used by an individual homeowner as his or her primary residence, the limited warranty period will be twenty (20) years from the installation date of a Classic Illusions Fence and ten (10) years from the installation date of a Grand Illusions Vinyl Fence, subject to proration as set forth above.

Illusions does not warrant installation or defects caused by installation. This limited warranty is void if any of the following occurs: (a) improper application techniques; (b) misuse, neglect or improper storage; (c) altering or changing the product by use of applied heat, welding, solvents, epoxies or any other alterations beyond the manufacturer’s control; (d) impact of objects, fire, flood, hurricane, tornado, wind storms, casualty, or “Acts of God”; (e) painting the surface of the product; (f) adverse effects of air pollution, mold and Normal Weathering of surfaces. The manufacturer of this product does not recommend or approve this product for all possible end use applications. The appropriate local code authority should be consulted as to its safety and applicability for intended usage.

Illusions reserves the right to discontinue or modify any of its products, including a color or woodgrain, without notice to Purchaser. Illusions shall not be liable in the event the replacement product varies in color or gloss level in comparison to the original product as a result of Normal Weathering or if a fence product has been discontinued or changed. If Illusions replaces or repairs any product under this limited warranty, it may substitute products determined by Illusions to be of comparable quality or price range.

To submit a warranty claim, the “purchaser” must notify the original company of purchase who will supply to Illusions the documentation necessary.

THE STATEMENTS CONTAINED IN THIS LIMITED WARRANTY SET FORTH THE ONLY WARRANTIES EXTENDED BY ILLUSIONS, AND ARE IN LIEU OF ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS, AND THE PROVISIONS OF THIS WARRANTY SHALL CONSTITUTE THE ENTIRE LIABILITY OF ILLUSIONS AND THE PURCHASER’S EXCLUSIVE REMEDY FOR BREACH OF ILLUSIONS’ WARRANTY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ILLUSIONS SHALL NOT BE LIABLE TO THE PURCHASER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON THE FENCE PRODUCT.

This warranty applies to all products purchased after April 1st, 2018.