

IAUSA INC. Vinyl Fencing & Gate Systems

Manufacturer Warranty Documentation

IAUSA INC. MANUFACTURER LIMITED WARRANTY

Vinyl Fencing & Gate Systems

1. WARRANTY COVERAGE

Imperial Aluminum USA Inc., also known as IAUSA Inc. (together referred to here as "Manufacturer"), warrants that its vinyl fencing and vinyl gate products (the "Product") shall be free from defects in material and manufacturing workmanship, including peeling, flaking, blistering, excessive cracking, and structural failure due to manufacturing defects, under normal use and service conditions.

For all residential, commercial, and HOA installations, this Limited Warranty remains in effect for a period of twenty (20) years from the original date of purchase.

Coverage under this Warranty depends on the Product having been installed correctly by a qualified installer, following Manufacturer's written specifications, guidelines, and industry standards.

2. WARRANTY REGISTRATION REQUIREMENT

This Warranty does not take effect until the Product has been registered with Manufacturer. Registration is a condition of coverage.

Purchaser must complete registration using one of the following:

- The registration link provided by the contractor or dealer who installed the Product, or
- The warranty registration page at IAUSAinc.com

Registration must be completed within 60 days of Purchaser receiving the registration link. Manufacturer may deny coverage, in whole or in part, for a Product that was never registered or that was registered outside this window.

3. SCOPE OF WARRANTY

If Manufacturer determines that a Product contains a manufacturing defect covered by this Limited Warranty, Manufacturer shall, at its sole discretion, repair or replace the defective Product with a comparable Product of equal quality and value.

Manufacturer shall not be responsible for labor costs, removal costs, reinstallation costs, freight, shipping, disposal, or any other related expenses. Refund of the original purchase price shall not be required unless Manufacturer determines repair or replacement is not commercially reasonable.

4. EXCLUSIONS

This Limited Warranty does not extend to:

- Products that have been painted, coated, or chemically treated with substances not approved by Manufacturer, or otherwise altered from their original condition, which may compromise the integrity or performance of the Product;
- Improper installation, including but not limited to failure to follow Manufacturer's written specifications, guidelines, or industry standards, or installation performed by unqualified individuals;

- Misuse, abuse, alteration, improper handling, neglect, or use of the Product for purposes other than its intended application, including failure to perform reasonable and necessary maintenance;
- Use of non-approved or incompatible accessories, components, or hardware that may affect the structural integrity, function, or performance of the Product;
- Soil movement, ground settlement, shifting, or any changes in the surrounding environment or foundation that may impact the stability or alignment of the Product;
- Acts of God or natural events beyond Manufacturer's control, including but not limited to earthquakes, floods, fire, lightning, hurricanes, storms, or high winds;
- Damage resulting from external forces, including but not limited to vehicle impact, vandalism, accidental damage, or any third-party actions;
- Normal weathering and environmental exposure, including fading, chalking, discoloration, oxidation, or accumulation of dirt or debris; normal weathering refers to the natural and gradual changes in appearance that occur over time due to exposure to sunlight, weather, and atmospheric conditions and does not affect the structural performance of the Product;
- Any cause or condition that does not arise from a defect in materials or workmanship as determined by Manufacturer.

5. LIMITATIONS ON LIABILITY

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE TERM OF THIS LIMITED WARRANTY.

IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF TIME, INCONVENIENCE, PROPERTY DAMAGE, OR LOSS OF PROFITS.

MANUFACTURER'S LIABILITY SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCT.

6. TRANSFERABILITY

This Limited Warranty is personal to and for the sole benefit of the original purchaser and is not transferable under any circumstances. This Limited Warranty shall apply only for so long as the original purchaser retains ownership of the property on which the Product is originally installed.

Any sale, transfer, assignment, or conveyance of the property, whether voluntary or involuntary, including but not limited to sale, lease, gift, or inheritance, shall automatically terminate this Limited Warranty.

Upon such transfer of ownership, all obligations of Manufacturer under this Limited Warranty shall immediately cease and be of no further force or effect, and no subsequent owner, occupant, tenant, or third party shall have any rights or claims under this Limited Warranty, and any attempted transfer or assignment in violation of this provision shall be deemed null and void.

7. MODIFICATIONS

Manufacturer reserves the right, in its sole discretion and without prior notice, to discontinue, modify, or change the design, specifications, materials, or components of its Products at any time.

Manufacturer shall not be obligated to incorporate such changes into Products manufactured or supplied prior to the date of such modification, nor shall such changes affect the validity of this Limited Warranty.

In the event a Product covered under this Limited Warranty is no longer available, Manufacturer reserves the right to substitute a Product of comparable quality, function, and value.

8. SEVERABILITY

If any provision of this Limited Warranty, or the application of such provision to any person or circumstance, is found to be invalid, illegal, or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions, all of which shall continue in full force and effect.

To the extent permitted by applicable law, any such provision shall be interpreted or modified so as to most closely reflect the original intent of Manufacturer, and if such modification is not reasonably possible, the provision shall be deemed severed from this Limited Warranty without affecting the validity or enforceability of the remaining terms.

9. TIME LIMIT ON LEGAL ACTION

Any lawsuit or legal proceeding relating to this Warranty or the Product must be filed within one (1) year of the date the underlying issue was discovered, or within the minimum period required by applicable law, whichever is longer.

10. GOVERNING LAW & VENUE

This Warranty is governed by the laws of the State of California, without regard to its conflict-of-law principles. Any dispute arising out of or relating to this Warranty shall be brought exclusively in the state or federal courts located in Los Angeles County, California, and the parties' consent to jurisdiction there.

11. ENTIRE AGREEMENT

This Warranty constitutes the complete warranty agreement between Manufacturer and Purchaser regarding the Product and supersedes any prior or contemporaneous representations concerning its subject matter. No dealer, installer, or other third party is authorized to modify, extend, or expand this Warranty on Manufacturer's behalf.

WARRANTY CLAIMS

To submit a claim, Purchaser must:

1. Confirm the Product was registered as required under Section 2
2. Notify Manufacturer in writing within 60 days of noticing the issue
3. Supply proof of both purchase and installation date
4. Permit inspection before any repair takes place

Once a claim is submitted, Purchaser agrees to give Manufacturer a reasonable opportunity to examine the affected Product before any repair, replacement, or remediation is carried out — whether by Purchaser, an installer, or any other party. This includes providing reasonable access to the installation site and allowing sufficient time for Manufacturer to inspect the material, evaluate the claim, and determine whether the issue is covered under this Warranty.

Manufacturer will make reasonable efforts to complete its evaluation promptly, but complex or on-site inspections may take additional time. Repairs, alterations, or removal of the affected Product performed before Manufacturer has had this opportunity to inspect may forfeit coverage for that claim.