# HB&G Building Products, Inc.'s Product Warranties

HB&G Building Products, Inc. extends the following Limited Warranty (the "Warranty") to original purchasers of its materials and components (the "Product"). An "Original Purchaser" is a retailer, distributor, builder or supplier that purchases the Product or the first individual homeowner who purchases the Product from a retailer, distributor, builder or supplier, whether or not the Product has been installed. This Warranty is not transferable to subsequent homeowners. HB&G Building Products, Inc. warrants that the Product, when properly installed in conformance to all governing building codes, shall be free of manufacturing defects in workmanship and materials under

conditions of normal use and service. If the Product fails to perform as warranted, during the associated time periods listed below for each particular Product, as a result of defective material or workmanship and meets the criteria set forth in this Warranty, HB&G Building Products Inc. will provide replacement parts of those materials that it deems defective after its review. Installation and labor costs are NOT covered under this Warranty. Only finishes applied by the factory are covered under this Warranty. Original Purchasers must look to the warranty or warranties, if any, of the paint manufacturer associated with the paint applied to the Product for recourse as to defects or any other issue concerning applied finishes.

## **LIMITED WARRANTY TIME PERIODS:**

- Spun Cast and Pultruded Fiberglass Columns Limited Lifetime
- Vinyl Railing Limited Lifetime
- Aluminum Columns Limited Lifetime Component – 1 Year Color Fade
- Vinyl Post Wrap Limited Lifetime
- cPVC Column Wrap 25 Year
- cPVC Pergola 25 Year
- Fiberglass Pergola Limited Lifetime
- Hollow Rafter Vinyl Pergola Limited Lifetime
- Synthetic Porch Post 25 Year
- cPVC Railing 25 Year Component 10 Year Color Fade
- cPVC Ceiling 25 Year Component 10 Year
  Color Fade
- Polyurethane Railing 25 Year
- Polyurethane Brackets & Medallions 10 Year
- Wood Columns 1 Year
- Wood Turned Post 1 Year
- Any product not specifically listed above 1 Year

## **GENERAL CONDITIONS & EXCLUSIONS:**

This Warranty is not transferable and it is subject to the following general conditions and exclusions described below:

## What is not covered:

There are certain conditions or applications over which HB&G Building Products Inc. has no control. This Warranty does not cover defects or problems as a result of such conditions or applications, including, but not limited to the following:

- Damage caused by improper installation, use, applications or maintenance.
- Damage caused by environmental conditions or use that exceeds design standards.
- Damage caused by accidents, Acts of God, abuse, vandalism, animal activity or any other external force.
- Damage resulting from mishandling in transit.
- Damages resulting from the failure to apply a finish to any unfinished Product.
- Damages caused by lack of routine maintenance, including, but not limited to painting the product as needed.

## **GENERAL CONDITIONS & EXCLUSIONS:**

#### What is not covered:

- Installations that are not compliant with all governing building codes.
- Modifications to the column, such as splitting the column, by anyone, including but not limited to a retailer, distributor, builder, or supplier.
- Normal weathering, chalking, fading, mildew buildup, or the effects of atmospheric pollutants or sea spray.
- Non-Factory Applied finishes, applied sealants or caulking.
- Installation or labor costs.
- Improper Installation, including but not limited to Installation in violation of building codes.
- Any product not manufactured by HB&G Building Products, Inc.
- Damage or distortion to the Product caused by twisting, bowing or other movement of the structure to which the Product is attached.
- Color matching of the Product material and any other HB&G Building Products, Inc. material.

HB&G Building Products, Inc., makes no other express warranties, oral or written. By purchasing or using the Product, you agree that you are not relying on any oral statements made by anyone. HB&G Building Products Inc.'s liability shall be limited in all instances to the remedy provided above; that is, the remedy stated above is your sole and exclusive remedy. HB&G Building Products, Inc. shall not be responsible for incidental or consequential damages relating to your purchase or use of the Product.

#### STATUTE OF LIMITATIONS:

No action arising out of any claimed breach of this agreement by seller may be brought by buyer more than ninety (90) days after the cause of action has arisen.

# **RIGHTS MAY VARY BY STATE:**

This warranty gives you specific legal rights and you may have other rights, which vary from state to state. Some states do not allow the exclusions or limitations of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

This warranty is only applicable in the United States & Canada.