

## Country Estate (Nebraska Plastics, Inc.)

**Traditional fence... without the traditional maintenance.**

### **Warranty**

Nebraska Plastics, Inc. ("Nebraska Plastics") warrants all PVC products it manufactures to be free from defective raw materials and manufacturing defects for the consumer purchaser's choice of a) 50 years or b) limited lifetime. If no selection is made, the Limited Lifetime Warranty shall apply. As a result, the warranted products will not peel, flake, rust, blister or corrode. Furthermore, Nebraska Plastics warrants that its PVC products will not require the painting and traditional maintenance normally associated with similar products manufactured from raw materials other than PVC, nor will the PVC products manufactured by Nebraska Plastics exhibit abnormal weathering, discolouration and brittleness or be damaged by insects.

#### **What materials are covered by this warranty?**

Only Polyvinyl Chloride (PVC) products manufactured and sold by Nebraska Plastics are covered by this 50-year/Limited Lifetime warranty if the original consumer purchaser registers this warranty with Nebraska Plastics within 30 days after the original date of purchase. Products sold by Nebraska Plastics but not manufactured of PVC are not covered by this warranty.

#### **What does this warranty cover?**

Product failure resulting from defective raw materials and/or manufacturing defects.

Compensation for abnormal and unexpected weathering resulting in product discolouration. (Normal weathering shall be defined as exposure to ultraviolet light and extremes of weather and atmospheric conditions that will cause any surfaces to experience changes within the weather and colour hold standards established in ASTM Specification D-4726.)

#### **How long will the warranty be effective?**

For residential uses or applications, the warranty shall be fully effective without proration for the term chosen by the consumer (see above) from the original date of purchase or until the first consumer purchaser who purchases the warranted products for approved residential uses or applications sells his/her property without effecting a properly executed warranty transfer or until the warranted products are moved from their original location and/or altered from their approved design or intended use. No combination of events will extend the warranty beyond the warranty period chosen. In the event the first consumer purchaser who purchases the warranted products for approved residential uses or applications dies prior to the expiration of this warranty as detailed above, this warranty shall cease as of such date.

For commercial uses or applications, the warranty shall be effective without proration for 20 years from the original date of purchase or until the first commercial purchaser who purchases the warranted products for approved commercial uses or applications sells the property or until the warranted products are moved from their original location and/or altered from their approved

design or intended use. Warranties on commercial purchases are not transferable.

### **Is the warranty transferable?**

Consumer purchasers who purchase warranted products for approved residential uses or applications are eligible for a one-time transfer of the warranty to a subsequent purchaser of the real estate on which the warranted products were originally installed if:-

1. The warranty to be transferred was properly registered with Nebraska Plastics within 30 days after the original date of purchase.
2. The request for transfer is made within ten years of the original date of purchase.
3. The warranted products have not been moved from the original location and/or altered from approved design or intended use, or modified in any manner that compromises the product's original integrity.
4. Nebraska Plastics receives a written request for transfer within 30 days of the real estate transfer.
5. Nebraska Plastics receives proof of the original purchase and receives a copy of the original warranty that was signed by the Nebraska Plastics authorised independent dealer/installer (Authorised Independent Dealer/Installer) establishing that the installation is 100% Nebraska Plastics vinyl products.
6. Nebraska Plastics, Inc. receives a \$25 processing fee paid in full prior to the transfer.
7. Warranties on commercial purchases are not transferable.

**NOTICE: A TRANSFER OF THE WARRANTY WILL NOT EXTEND THE OVERALL WARRANTY PERIOD BEYOND THE ORIGINAL WARRANTY TIME FRAME.**

### **How will Nebraska Plastics respond to valid warranty claims?**

Nebraska Plastics will furnish the registered owner of record with materials that are not defective and cover the cost of reasonable labour charges necessary to install the replacement materials.

### **How does the owner of record obtain warranty replacement materials?**

Contact the Authorised Independent Dealer who sold and or/installed the Nebraska Plastics vinyl products or write to Nebraska Plastics, Inc., P.O. Box 45, Cozad, Nebraska 69130 or call 1-800-098 503 (Australia).

### **What is not covered by this warranty?**

Compensation other than being furnished replacement materials and reasonable labour charges necessary to remedy the defects.

Compensation for defective fabrication and/or installation work not performed to Nebraska Plastics specifications. The installer used by the purchaser is responsible for warranting his/her installation work.

(On request, Nebraska Plastics will provide the installer and purchaser with installation manuals that describe recommended installation procedures or installation instructions and recommendations may be found at [www.countryestate.com](http://www.countryestate.com).)

Compensation relating to projects where PVC materials manufactured by companies other than Nebraska Plastics, Inc. have been combined with PVC materials manufactured by Nebraska Plastics.

Compensation for removing materials and/or mildew applied and/or accumulated on the products after the products were manufactured.

Compensation for the replacement or removal of hardware or other non-PVC items.

Compensation for damage due to misuse, vandalism, accidents or acts of God.

Compensation for an insurable loss. Nebraska Plastics shall not be liable for, and this warranty does not apply to, any failure, defect or damage resulting from or connected with the following: a) misuse, neglect or improper storage; b) improper application or application not in strict adherence to written instructions approved by Nebraska Plastics; c) impact of foreign objects or animals, fire, hurricane, tornado or other violent storm or casualty or acts of God. Note: Like other fencing materials, Nebraska plastics fencing materials cannot be expected to contain a horse or other large animal that wants to break the fence enclosing it, and therefore Nebraska Plastics makes no representations about and does not warrant against such an occurrence.

Compensation for warranted products that have been combined or incorporated into structures other than those manufactured by Nebraska Plastics or that have been altered by the addition of paints and/or chemicals not recommended for use with PVC.

Movement, distortion, collapse or settling of the ground or structure on which the warranted product is installed.

Any other cause of failure not involving material and/or manufacturing defects in the product.

Recoveries for consequential or incidental damages.

Compensation for discolouration or other damage to warranted products caused by air pollution (including, but not limited to metal oxides or metallic particles), exposure to harmful chemicals or normal weathering from the elements.

Compensation for normal and expected weathering (as defined above) of warranted products.

**Other considerations limiting a purchaser's rights under this warranty:**

Nebraska Plastics shall have sole discretion to determine, based on reasonable criteria, whether the warranted products exhibit abnormal weathering. If the warranted products weather to a degree determined by Nebraska Plastics to be beyond normal, Nebraska Plastics will, at its option, provide replacement material as it deems appropriate. Nebraska Plastics also reserves the right to refund the amount paid by the original purchaser for the warranted products.

Nebraska Plastics retains the right to discontinue or modify any of its products, including the colour, without notice to its customers. Nebraska Plastics shall not be liable in the event the replacement material varies in colour or gloss in comparison to the original product as a result of normal weathering. If Nebraska Plastics replaces any material under this warranty, it may substitute products designated by Nebraska Plastics to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

All disputes shall be governed by Nebraska law.

**How does state law relate to this warranty?**

You may have rights other than those specified in this warranty. These rights vary from state to state.

**How do you preserve your rights as a purchaser of Nebraska Plastics PVC Products?**

On completion of your project using Nebraska Plastics PVC products, the Authorised Independent Dealer/Installer should provide an official copy of the warranty that includes a registration card that must be signed by the Authorised Independent Dealer/Installer and that card must be returned to Nebraska Plastics. If the Authorised Independent Dealer/Installer does not provide a copy of the warranty to you or call 1-800-098 503 (Australia).