

# Digger Specialties, Inc. Transferable Lifetime Limited Warranty DSI Vinyl Warranty

Digger Specialties, Inc. (DSI) warrants to the purchaser that its DSI Vinyl Products are free of defects in workmanship and materials and that, in the course of normal and proper use, its Vinyl Products will not peel, blister, flake, rot, corrode, rust, be damaged by termites, or be subject to abnormal weathering per **ASTM F-964** specifications.

## This warranty covers:

Any defect in materials and workmanship.

### This warranty will be effective:

- For the lifetime of the original purchaser/owner of real estate upon which the material is installed. If the real estate is sold, the warranty will be transferred and be in effect for the first new owner for a period of 20 years. An online warranty registration must be completed on the DSI website (diggerspecialties.com).
- The original owner will have 30 days to complete this online registration for the warranty to be valid.

### This warranty applies to:

- The original purchasing owner, or if the real estate is transferred, the first new owner can make a claim as long as they have properly registered a property transfer within 60 days of new ownership. Proof of purchase must be provided. This is a transferable warranty.
- The Lifetime Limited Warranty applies only to living entities. Non-living entities shall include but are not limited to governments, municipalities, corporations, trusts, and commercial operations. All non-living entities shall receive a 25-year limited warranty from the date of purchase.

# Warranty claim process:

- Submit a claim via the DSI website (<u>diggerspecialties.com</u>) within 30 days of discovering the claimed defect.
- If DSI Vinyl Products are found to be defective and covered by this warranty, Digger Specialties, Inc. will provide replacement of the defective vinyl products, or at the sole discretion of Digger Specialties, Inc., will provide financial compensation equal to the original purchase price of the defective product.

### Limitations and conditions not covered:

- Damage caused by faulty installation or from improper applications. Installation instructions are available on the DSI website (diggerspecialties.com).
- Damage attributable to fire, violent storms, earthquakes, or other Acts of God, accidents, vandalism, or other casualties, impact of objects or exposure to atmospheric pollutants or conditions other than natural weather processes.
- Damage or discoloration due to misuse, abuse, abrasion (including sand abrasion), and improper storage or the alteration of the material by paints, chemicals, or other substances not recommended for polyvinyl chloride (PVC).
- Any part relative to gate hardware, mechanism, and/or operators. Please refer to Gate Hardware Warranty.
- Cost of installation or removal, freight, labor, and similar costs.
- Any incidental or consequential damages.
- All installations, including installations where the atmosphere is influenced by bodies of salt water (or contaminant conditions), must adhere to the Vinyl Care and Cleaning Guidelines specified on the DSI website (diggerspecialties.com), as modified from time to time. Any Vinyl Product that also includes Powder Coated Aluminum must also adhere to the Aluminum Care and Cleaning Guidelines.

# Other considerations:

- The manufacturer of this material does not recommend or approve this material for all possible end use applications. Your Local Code Authority should be consulted regarding its safety and applicability for intended usage.
- This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

The warranty statements contained in this limited warranty set forth the only warranties extended by Digger Specialties, Inc. for its DSI Vinyl products, and the provisions of this warranty shall constitute the entire liability of Digger Specialties, Inc. and the property owner's exclusive remedy for breach of this warranty. No other warranty, written, made by Digger Specialties, Inc. or any agent thereof, which is not contained or authorized herein, will be recognized by Digger Specialties, Inc.