

Limited Warranty - VERSATEX Product

VERSATEX Building Products, LLC (hereinafter "VERSATEX") warrants to the original consumer purchaser (the "Original Consumer Purchaser") and only to the extent set forth below, its successor and assign (together with the Original Consumer Purchaser, the "Consumer Purchaser"), subject to the terms and conditions herein, that each VERSATEX Product, as shipped, will be free from manufacturing defects that cause the Product to delaminate, decay, rot, corrode or swell excessively from moisture for a period of thirty (30) years from the date of the original consumer purchase from an authorized VERSATEX dealer (the "Original Purchase Date"). Each Consumer Purchaser of VERSATEX Product shall have sole responsibility for making determinations as to the suitability, effectiveness, and safety of any particular use or application of the VERSATEX Product. As building code regulations vary from area to area, each Consumer Purchaser should consult local building and safety codes for specific requirements.

Additional Conditions and Exceptions

IN ALL EVENTS, VERSATEX'S SOLE AND EXCLUSIVE LIABILITY UNDER THIS WARRANTY IS LIMITED TO REPLACEMENT OF DEFECTIVE VERSATEX PRODUCT, OR THE ISSUANCE OF A REFUND EQUAL TO THE ORIGINAL COST OF THE VERSATEX PRODUCT. VERSATEX SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES, OR EXPENSES, WHETHER DIRECT OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER DAMAGES OF ANY KIND WHATSOEVER. SUCH EXCLUDED DAMAGES INCLUDE, WITHOUT LIMITATION, COSTS OF REMOVAL OR REINSTALLATION OF PRODUCTS, LABOR, FREIGHT, TAXES, LOSS OF GOODWILL, LOST PROFITS AND LOSS OF USE. VERSATEX'S TOTAL LIABILITY WHETHER ARISING FROM OR BASED ON CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY, OR ANY OTHER CAUSE OR BASIS WHATSOEVER, IS STRICTLY LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS INVOLVED.

This warranty does not provide protection against any failure of, defect in or damage to VERSATEX Product caused by situations beyond normal exposure conditions, including but not limited to the following: intentional or unintentional misuse, abuse, neglect, or improper handling or storage; impact of foreign objects; earthquake, lightning, ice, fire, tornado, windstorm, flood, among others or any other acts of God; improper installation of the VERSATEX Product or its structural supports, or installation not in strict adherence to VERSATEX's written instructions; cracking, distortion, movement, settlement, or warping of the VERSATEX Product's structural supports or accessories used in connection there with; insurrection, terrorism, acts of war, riot, vandalism, improper maintenance, use of incompatible accessories; or other products that cause a VERSATEX Product defect or failure to occur; pollution, acid rain, contact with harmful chemicals or vapors; or ordinary and expected weathering due to exposure to the elements; which for purposes of this Warranty is defined to be fading, chalking or darkening of the surface of the Product due to exposure to natural sunlight and extreme atmospheric conditions that are unique to and may vary depending on geographic location. VERSATEX shall have sole discretion to determine, based on reasonable criteria, whether the VERSATEX Product is suffering from normal weathering. This Warranty does not cover painted finishes or coating applied to the VERSATEX Product by the Consumer Purchaser or any third party. Failure to adhere to VERSATEX's recommended guidelines for application of painted surfaces shall void this Warranty. All claims under this Limited Warranty must be made within 90 days from the time that the defect is discovered and while the VERSATEX Product is in place. Consumer Purchaser shall provide VERSATEX and its agents and employees with a reasonable opportunity to inspect and test the VERSATEX Product, its installation, and the environment in which the Consumer Purchaser used it prior to removal so that VERSATEX may determine what replacement, if any, may be needed. In the event that VERSATEX determines a replacement is appropriate, VERSATEX shall have the option of retaining all material that is replaced. If VERSATEX replaces any material under this warranty, it may substitute products designated by VERSATEX to be of comparable quality or price range in the event the product initially purchased has been discontinued or modified. Anything less than strict compliance with these notice and inspection provisions shall serve to void all warranties with regard to VERSATEX Products. This Warranty may not be altered or amended except in a written instrument signed by VERSATEX and Consumer Purchaser. VERSATEX has not authorized any dealer or other person to make statements or representations regarding the performance of VERSATEX Products except as contained in this Warranty, and VERSATEX shall not be bound by any such statements other than those contained herein.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED, AND STATUTORY. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

This Warranty is transferable to a successor by the Original Consumer Purchaser with the transfer or other conveyance of the VERSATEX Products and shall not be transferable or assignable by any subsequent consumer purchaser. In accordance with the foregoing, this Warranty shall expire upon the first to occur of: (i) the transfer or other conveyance of the VERSATEX Products by the Original Consumer Purchaser's successor or assign; or (ii) thirty (30) years from the Original Purchase Date. Some states and provinces do not permit limitations on the duration of implied warranties or exclusions or limitations of incidental or consequential damages, so certain limitations set forth in this Limited Warranty may not apply to you. This warranty gives you specific legal rights, and you may have other rights which may vary from state to state.

Filing a Warranty Claim

To file a claim under this Warranty, Consumer Purchaser must send proof of purchase, a photograph of the defective VERSATEX Product and a written description of the nature of the defect to the company's corporate address in Aliquippa, PA. (See address above). VERSATEX reserves the right to investigate any claim hereunder. Upon verification of a claim, VERSATEX shall, at its sole discretion, either arrange for the delivery of replacement Product or issue a refund equal to the original cost of the Product only. In either instance, Consumer Purchaser shall allow VERSATEX at least ninety (90) days for investigation and either replacement or refund.