

Warranty – TrimLast

TrimLast 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 TrimLast 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 fifteen years (15) years from the date of the original consumer purchase from an authorized TrimLast dealer (the “Original Purchase Date”). Each Consumer Purchaser of TrimLast Product shall have sole responsibility for making determinations as to the suitability, effectiveness, and safety of any particular use or application of the TrimLast Product and is responsible for painting the installed product within 180 days of installation using a paint with a Light Reflective Value (LRV) of 50 or higher. For paints with a LVR less than 50 (darker colors), TrimLast must be painted with a IR heat reflective paint offered by AquaSurTech which has been guaranteed to reduce the surface temperature on trim. 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, TRIMLAST’S SOLE AND EXCLUSIVE LIABILITY UNDER THIS WARRANTY IS LIMITED TO REPLACEMENT OF DEFECTIVE TRIMLAST PRODUCT, OR THE ISSUANCE OF A REFUND EQUAL TO THE ORIGINAL COST OF THE TRIMLAST PRODUCT. TRIMLAST 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, PAINTING, FREIGHT, TAXES, LOSS OF GOODWILL, LOST PROFITS AND LOSS OF USE. TRIMLAST’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 TrimLast 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 TrimLast Product or its structural supports, or installation not in strict adherence to TrimLast’s written instructions; cracking, distortion, movement, settlement, or warping of the TrimLast Product’s structural supports or accessories used in connection there with; painting not in strict adherence to the paint manufacturers’ painting instructions including surface preparation; insurrection, terrorism, acts of war, riot, vandalism, improper maintenance, use of incompatible accessories; or other products that cause a TrimLast 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. TrimLast shall have sole discretion to determine, based on reasonable criteria, whether the TrimLast Product is suffering from normal weathering. This Warranty does not cover painted finishes or coating applied to the TrimLast Product by the Consumer Purchaser or any third party. TrimLast must be painted within a hundred and eighty days (180) of installation using a paint that is suitable for the application. Failure to adhere to TrimLast’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 TrimLast Product is in place. Consumer Purchaser shall provide TrimLast and its agents and employees with a reasonable opportunity to inspect and test the TrimLast Product, its installation, and the environment in which the Consumer Purchaser used it prior to removal so that TrimLast may determine what replacement, if any, may be needed. In the event that TrimLast determines a replacement is appropriate, TrimLast shall have the option of retaining all material that is replaced. If TrimLast replaces any material under this warranty, it may substitute products designated by TrimLast 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 TrimLast Products. This Warranty may not be altered or amended except in a written instrument signed by TrimLast and Consumer

Purchaser. TrimLast has not authorized any dealer or other person to make statements or representations regarding the performance of TrimLast Products except as contained in this Warranty, and TrimLast 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 non-transferable to a successor by the Original Consumer. In accordance with the foregoing, this Warranty shall expire upon the first to occur of: (i) the transfer or other conveyance of the TrimLast Products by the Original Consumer Purchaser's (ii) Fifteen (15) 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

Please complete the claim form on the following website and follow the instructions for submittal.

www.TrimLast.com/Claims

To file a claim under this Warranty, Consumer Purchaser must upload proof of purchase, a photograph of the defective TrimLast Product and a written description of the nature of the defect. TrimLast reserves the right to investigate any claim hereunder. Upon verification of a claim, TrimLast 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 TrimLast at least ninety (90) days for investigation and response.