



**LIMITED WARRANTY – MATERIAL/FINISH**

The warranty obligations and limitations set forth below relate to Jain (Americas) Inc. (“JAI”) Ex-Cel Classic and Paint Ready Trim and Corners (the “Paint Ready Products”) and Ex-Cel Color Trim and Corners (the “Painted Products” and collectively with the Paint Ready Products, the “Products”) sold in the United States of America and Canada.

*Subject to the exceptions, conditions and exclusions set forth below, JAI warrants that during the Warranty Period (the “Warranty”) (1) the Products shall (A) be free from defects in material and manufacture that directly cause the Product to crack, rot or delaminate, and (B) resist damage caused by hail and/or termite attacks; and (2) only to the extent not recoated or repainted in the field or otherwise by any party other than JAI, the Painted Products shall be free from defects in material or manufacture that directly cause the finish to chip, crack, peel or flake.* The Warranty shall only apply to those Products installed on structures located within the United States of America.

**REGISTRATION**

In order to register your JAI warranty, please visit us on our website [www.excelbyjain.com](http://www.excelbyjain.com). Failure to register as an initial owner within 90 days of purchase of the Product or as a transferee within 90 days of transfer of ownership of the applicable structure could result in the rejection of a future warranty claim.

**WARRANTY PERIOD**

“Warranty Period” shall mean a period of 25 years from the date of purchase of the Product; provided however, that the Warranty Period will earlier terminate if the structure on which the Product is originally installed ceases to be owned by a Covered Person. A “Covered Person” shall mean the purchaser of the Product prior to installation or use or, after installation or use, the owner (the “Owner”) of the structure to which the Product is applied and one (1) subsequent owner or transferee of the structure; provided that, such subsequent owner or transferee must have registered the Warranty as provided below in order to qualify as Covered Person. No subsequent owner or transferee after such first (1<sup>st</sup>) subsequent owner or transferee shall qualify as “Covered Person” for purposes of this Warranty nor shall any distributor, installer, contractor or dealer once the Product is installed or used on a structure. As noted in greater detail below, JAI will only reimburse labor costs relating to claims submitted within two years from the date of purchase.

**EXCLUSIVE LIMITED REMEDY**

If, during the Warranty Period and upon compliance with the Claims Procedure, any Product proves to breach the Warranty, JAI shall do the following: (1) if the defective Product has not yet been installed, JAI shall in its sole determination either replace that portion of the Product that does not comply with the Warranty or return the purchase price for such portion of the Product; (2) if the defective Product is already installed and the claim is not submitted within 2 years of the date of purchase, JAI shall provide replacement products in an amount equivalent to that portion of the Product that does not comply with the Warranty; (3) if the defective Product is already installed and the claim is submitted within 2 years of the date of purchase, JAI shall in its sole determination either repair, replace or (if a finish problem) coat that portion of the Product that does not comply with the Warranty and JAI shall pay for or otherwise reimburse the labor costs actually incurred for any such remedial work up to an amount not to exceed twice the original purchase price of the defective portion of the Products. If the claim is submitted after 2 years from the date of purchase, JAI shall have no obligation to pay for or reimburse any labor costs but it will reimburse the Covered Person for the original retail cost of the Product; provided that, the payment shall be reduced by 4% each year such that after the 25<sup>th</sup> year the Covered Person shall not be entitled to any warranty payment. JAI shall not be liable for freight, shipping, taxes or related charges in connection with the foregoing remedies.

THE FOREGOING REMEDIES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE COVERED PERSON WITH RESPECT TO ANY DEFECTIVE OR NONCONFORMING PRODUCT.

**CONDITIONS OF WARRANTY**

JAI's liability hereunder to the Covered Person and the effectiveness of the Warranty shall be subject to the following terms and conditions:

1. The Product must be stored and shipped according to the manufacturer's instructions at all times between purchase and installation.
2. The Product must be installed according to JAI's printed installation instructions and all applicable building codes. Failure to install the Product per the manufacturer's published instructions may affect the Product performance and voids the Warranty.
3. Upon discovery of a possible defect or failure, the Covered Person must immediately, and at the Covered Person's own expense, provide for protection of all property that could be affected until the defect or failure is remedied.
4. JAI shall have no responsibility hereunder for defective Product subjected to further processing or alteration after shipment.
5. The Warranty does not cover or extend to damages or defects resulting from or in any way attributable to: (a) the

improper storage, shipping, handling or installation of the Product; (b) neglect, abuse or misuse; (c) repair or alteration; (d) settlement or structural movement and/or movement of materials to which the Product is attached; (e) damage from incorrect design of the structure; (f) high winds; (g) acts of God including, but not limited to, hurricanes, tornados, floods, earthquakes, severe weather or other natural phenomena, (including, but not limited to, unusual climate conditions); (h) efflorescence or performance of any paints and/ or coatings which are not EX-Cel and/or EX-Cel affiliated applied; (i) growth of mold, mildew, fungi, bacteria, or any organism on any surface of the product (whether on the exposed or unexposed surfaces) and in this respect, ANY CLAIMS OF DAMAGE CAUSED BY MOLD OR MILDEW ARE EXPRESSLY EXCLUDED; (j) refracted glass energy and related causes; (k) acid rain or other pollution, or (l) any cause other than manufacturing or material defects attributable to JAI.

#### **CLAIMS PROCEDURE**

In order to be eligible to for the limited remedies outlined in this warranty, the Covered Person must comply with each of the following components of the JAI Warranty claims submission and processing procedure (the "Claims Procedure"):

- Any claim under the Warranties must be made in writing to JAI via the contact information provided for claims submission on JAI's website ([www.excelbyjain.com](http://www.excelbyjain.com)).
- Claims must be submitted in accordance with the following timing:
  - No later than 30 days after the expiration of the applicable Warranty Period.
  - No later than 30 days after discovery of any claimed defect covered by this Warranty.
  - Before beginning any permanent repair.
- The notice must describe the location and details of the defect and such information as is necessary for JAI to investigate the claim. Photos of the Product, showing the defect failure must accompany the notice.
- The claimant must provide proof subject to the reasonably exercised sole discretion of JAI that he/she is a Covered Person and the claimant must have registered the applicable Product as described below.
- Before any permanent repair to the Product, the Covered Person must allow JAI or JAI's agent to enter the property and structure where the Product is installed, and examine, photograph and take samples of the Product.
- The claimant must execute, deliver and comply with any documentation reasonably requested by JAI, including a release of claims conditioned upon JAI's satisfaction of its obligations under this warranty.
- JAI shall not be responsible for any repair, reinstallation or remedial actions that are not authorized and approved by JAI in advance in writing after presentation of binding estimates or quotes for the same.

JAI's liability hereunder is expressly conditioned upon full compliance with the Claims Procedure.

#### **PAYMENT**

Under the terms of this Warranty, the manner of payment is at JAI's sole discretion and may be issued in the form of a cash settlement, material credit and/or a combination of the foregoing. The prorated material cost will be determined by the price paid at the time of the original purchase.

#### **DISCLAIMER AND DAMAGES EXCLUSION**

The statements in this Warranty constitute the exclusive warranty extended by EX-Cel for the product. JAI DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL JAI BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. SOME STATES DO NOT PERMIT DISCLAIMERS OF OR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES OR EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

#### **SETTLEMENT OF CLAIM**

Any refund or material replacement by JAI pursuant to the terms hereof shall constitute a full settlement and release of all claims of any Covered Person hereunder for damages or other relief.

#### **MODIFICATION OR DISCONTINUATION OF PRODUCTS**

JAI reserves the right to modify or discontinue any of its products without notice and shall not be liable as a result of such modification or discontinuation. If JAI provides any replacement Product in connection with this Warranty, it may provide the then current generation of equivalent product (as determined by JAI in its sole discretion) in lieu of that generation of product originally purchased by the Covered Person.

THIS WARRANTY MAY NOT BE ALTERED OR AMENDED EXCEPT IN A WRITTEN INSTRUMENT SIGNED BY JAI AND THE COVERED PERSON. NO DEALER, DISTRIBUTOR OR ANY OTHER PERSON OR ENTITY IS AUTHORIZED BY JAI TO MAKE STATEMENTS OR REPRESENTATIONS CONCERNING THE PERFORMANCE OF THE PRODUCT EXCEPT AS CONTAINED IN THIS WARRANTY AND JAI EXPRESSLY DISCLAIMS AND SHALL NOT BE BOUND BY ANY SUCH STATEMENTS OTHER THAN THOSE CONTAINED HEREIN.

**THIS WARRANTY IS EFFECTIVE FOR PURCHASES MADE ON OR AFTER FEBRUARY 1ST, 2016.**