



**LIMITED LIFETIME WARRANTY**

The warranty obligations and limitations set forth below relate to EX-Cel®, a product line of Jain America Holdings Inc., EX-Cel® PVC Trim and Sheet products (the “Products”) sold and installed in the United States of America and Canada.

Effective Date: This warranty is in effect for all products purchased after 4/1/2023.

***Subject to the exceptions, conditions and exclusions set forth below, Jain warrants (the "Warranty") that during the Warranty Period the Products shall be free from defects in material and manufacture that directly cause the Product to crack, chip, peel, flake, rot or delaminate.***

**WARRANTY PERIOD**

A “Covered Party” shall mean (A) a residential purchaser, meaning a single-family residential homeowner or (B) a commercial purchaser, meaning any purchaser of the Product other than a single-family homeowner prior to installation or, after installation, the Owner (the "Owner") of the structure to which the Product is applied. No distributor, installer, contractor or dealer shall be considered a “Covered Party” once Product is installed or applied.

"Warranty Period" shall mean a period of equal to the shorter of 25 years or while the original Owner owns the structure to which the Product is applied, both prorated as stated below.

**Transferability:** This warranty is not transferable.

**EXCLUSIVE LIMITED REMEDY**

If, during the Warranty Period and upon compliance with the Claims Procedure, any Product proves to breach the Warranty, Jain shall do the following: EX-Cel shall in its sole determination either replace the portion of the Product that does not conform to the Warranty (the “Defective Product”) or refund the original retail price for the portion of the Defective Product; provided that, the payment shall be prorated such that after the 25<sup>th</sup> year the Covered Party shall not be entitled to any warranty payment. In any event, Jain shall not be liable for any labor (whether associated with the inspection, repair or removal of any Defective Product or the installation of replacement Product or otherwise), freight, shipping, taxes, or related charges in connection with the foregoing remedies (the "Excluded Amounts").

Jain Prorated Schedule:

<b>Number of Years After Installation</b>	<b>Prorated Basis</b>
Up to 5	100%
5 - 10	80%
11 - 15	60%
16 - 20	40%
21 – 25	20%

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

## **CONDITIONS OF WARRANTY**

Jain is only liable for manufacturing defects identified above. Jain's liability hereunder to the Covered Party and the effectiveness of the Warranty shall be subject to the following terms and conditions:

1. The Product must be stored and installed according to EX-Cel's printed installation instructions and all applicable building codes.
2. Upon discovery of a possible defect or failure, the Covered Party must immediately, and at the Covered Party's own expense, provide for protection of all property that could be affected until the defect or failure is remedied.
3. The Warranty does not cover or extend to damages, defects or Product failure 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 caused by animals or insects (f) acts of God including, but not limited to, hail, hurricanes, high winds, tornados, floods, earthquakes, severe weather or other natural phenomena, (including, but not limited to, unusual climate conditions); (g) 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; (h) acid rain or other pollution; (i) heat damage due to refracted glass energy (low E glass), grills, foil sheathing, fire pits, or related causes; (j) impact of foreign objects such as baseballs, golf balls or other projectiles; or (k) any cause other than manufacturing or material defects attributable to EX-Cel.
4. This warranty does not cover painted finishes or coatings applied to the Product by either the purchaser or any third party. Nor does it cover any deformation caused by finishes or coatings with any color darker than LRV (light reflective value) 55 units. Darker colors would be <55 units.

## **CLAIMS PROCEDURE**

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

- Any claim under the Warranties must be made in writing to Jain via the contact information provided for claims submission on Jain's website (<https://jainbuildingproducts.com/technical-information/warranty-claim>).
- 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 or removal.
- The notice must describe the location and details of the defect and such information as is necessary for Jain 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 Jain that he/she is a Covered Party and the claimant must have registered the applicable Product as described below.
- Before any permanent repair to the Product, the Covered Party must allow Jain or Jain's agents 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 Jain, including a release of claims conditioned upon Jain's satisfaction of its obligations under this warranty.
- Jain shall not be responsible for any repair, reinstallation or remedial actions that are not authorized and approved by Jain in advance in writing after presentation of binding estimates or quotes for the same.

Jain'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 Jain'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 Jain for the Products. JAIN DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL JAIN BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR FOR ANY EXCLUDED AMOUNTS (AS DEFINED ABOVE).

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 Jain pursuant to the terms hereof shall constitute a full settlement and release of all claims of any Covered Party hereunder for damages or other relief. Also, any refund or material replacement by Jain shall not restart or toll the Warranty Period and any replacement material shall be subject to the same Warranty Period as the originally purchased Product.

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

Jain 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.

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