



## **PRODUCT WARRANTY**

### **• Finish Warranty**

Subject to the following terms and conditions, Quality Edge warrants only to the original consumer purchaser of the No-Mar Q5000™ product that for twenty (20) years from the date of installation of the No-Mar Q5000 product identified in the attached Warranty Certification and Registration Card, and installed on the property identified on the Warranty Certification and Registration Card, will be free of manufacturing defects and will not peel, check, chip, or crack (except for such crazing or slight cracking as may occur on tightly roll formed edges or break bends of severe embossing, which is accepted as standard), and, if used as intended, color change in the products will not vary more than six (6) for white and eight (8) for color Hunter  $\Delta E$  units and chalk in excess of six (6) for twenty (20) years. Color difference units are determined by ASTM method D-2244-02. Chalk erosion ratings are determined by standard methods for evaluating degree of chalking ASTM D-4214-98 method A (D659).

### **• Warranty Service**

If Quality Edge No-Mar Q5000 brand building products exhibit a defect covered by the Warranty, a claim must be made in writing by registered or certified mail, within the warranty period and within thirty (30) days following discovery of the defect, to Quality Edge, Warranty Services Department, 2712 Walkent Drive NW, Walker, MI 49544, describing the defect and providing the homeowner's name, property address, date of installation, and a copy of this certificate. Failure to provide this notice as required shall constitute an absolute waiver and release of all claims the property owner may have, and Quality Edge shall have no liability, under this Warranty or otherwise, for that claimed defect. As a condition to any claim under this Warranty, Quality Edge and its agents must be provided access to the products for inspection, testing, repair and/or replacement. Reasonable time should be allowed for inspection, repair, or replacement purposes. If Quality Edge determines in its sole discretion that a claim is valid, Quality Edge will, only and at its option, repair or replace the failing part or material or make a pro rata refund of the initial purchase price for the defective portion of the product. If Quality Edge, in its sole discretion, determines to replace any defective portion of its product, and if the product as originally installed is no longer available, Quality Edge shall have the right to substitute product that, in its determination, is of equal quality. A color variance may occur between any new replacement product in comparison to the originally installed product due to weathering exposure and is not indicative of a defective product. If, at Quality Edge's sole option, a purchase price refund is conveyed to the property owner, the Warranty shall terminate. Any refund shall be limited to the original purchase price of the Quality Edge product.

### **• Warranty Exclusions**

The Warranty applies only to No-Mar Q5000 building products installed in the fifty (50) United States and District of Columbia. No Warranty shall exist without proper registration. This warranty does not include installation or defects occurring as a result of improper installation (including without limitation, the use of non-ceramic screws or application of the front painted surface of the Products to treated lumber), or damage caused by distortion, movement, or cracking or settling of the structure on which the Products are installed. It covers only the specific manufacturing defects described herein and excludes any other damages or material failures. Caustic cleaning solutions should not be used and damage resulting from their use will not be covered.

The Warranty does not cover any other costs, damages, defects, or failures, including without limitation those caused by occurrences beyond Quality Edge's control, such as settlement of a structure, failure of the structure (including foundations and walls), use of incompatible accessories, faulty or improper installation, any re-installation of the products, normal weathering, use of harsh or abrasive chemicals, chemical pollutants, corrosive or finish-damaging conditions, normal fading, animals, fire, flood, lightning, windblown objects, earthquake, hurricanes, corrosive atmospheres such as those contaminated with chemical fumes, pollution, acid rain, or salt spray, either directly applied or in the atmosphere, atmospheric conditions or weather of catastrophic nature as defined by the U.S. Weather Bureau, other acts of God, war, vandalism, attachment/adherence of items such as snow guards or solar panels to the product, intentional or negligent acts, unreasonable use, or failure to provide prescribed or reasonable maintenance. The geographic location, the quality of the atmosphere, and other local factors over which Quality Edge has no control, may contribute to the severity of conditions. As with all standard coating warranties, industry standards and best practices, products are not suggested for use within 1500 feet of salt water or salt-spray and are not warranted within these distances. Installing next to treated lumber, use with

dissimilar metals, or painting the specially coated product will void the Warranties. Normal weathering and the natural aging process may cause the colored surface to uniformly fade, darken, chalk, or acquire a surface accumulation of dirt and stains, so these conditions are not covered by the Warranty. Non-uniform fading and color change resulting from unequal exposure of the painted aluminum building products to the sun, elements, or other things outside Quality Edge's control are not covered by the Warranty.

• **Limitations on Rights**

There are no other warranties other than that stated herein. No employee, representative, or agent of Quality Edge, nor any other person, including any installer, contractor, or applicator, has authority to modify or expand this Warranty, to waive any limitations, conditions, or exclusions of the Warranty, or to assume or incur on behalf of Quality Edge any obligation or liability in place of or in addition to the Warranty. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. IN ANY EVENT, ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN. THE REPAIR, REPLACEMENT, OR REFUND PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. QUALITY EDGE SHALL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOST PROFITS, LABOR COSTS, OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, BREACH OF THIS AGREEMENT, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. ALL CLAIMS IN TORT, STRICT LIABILITY, AND FAILURE OF ESSENTIAL PURPOSE ARE WAIVED, RELEASED, AND EXCLUDED, INCLUDING CLAIMS OF QUALITY EDGE'S NEGLIGENCE. QUALITY EDGE SHALL NOT BE LIABLE TO THE PURCHASER IN TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY DEFECT IN THE DESIGN OR MANUFACTURE OF THE PRODUCTS, OR FOR THE OMISSION OR ALLEGED INADEQUACY OF WARNINGS OR INSTRUCTIONS ACCOMPANYING THE PRODUCTS. UNDER NO CIRCUMSTANCES SHALL QUALITY EDGE'S LIABILITY FOR ANY DEFECT IN THE GOODS, WHETHER BASED ON CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY, EXCEED THE PURCHASE PRICE OF THE PRODUCTS. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS. THESE PROVISIONS PROVIDE SPECIFIC LEGAL RIGHTS AND LIMITATIONS. SOME MAY NOT APPLY BASED ON STATE LAW, AND OTHER LEGAL RIGHTS MAY EXIST. **CUSTOMER ACKNOWLEDGES AND DECLARES THAT THESE LIMITATIONS AND WAIVERS HAVE BEEN BROUGHT TO CUSTOMER'S ATTENTION, THAT CUSTOMER HAS READ AND UNDERSTANDS ALL TERMS AND AGREES TO BE SO BOUND, AND THAT CUSTOMER'S RECEIPT OF THESE WARRANTIES AND THE PRODUCTS, AND ANY PAYMENT FOR AND REGISTRATION OF THE PRODUCTS, SIGNIFIES THAT CUSTOMER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS, INCLUDING THE WAIVERS AND LIMITATIONS CONTAINED HEREIN.**

• **Period of Limitations**

No claim, suit, or other proceeding arising out of or related to the Quality Edge products or these terms, including without limitation this Warranty, may be brought by the property owner (original or second) after one (1) year from the date it accrues. No discovery, estoppel, or other rule shall apply to extend this limitations period.

• **Applicable Law**

This No-Mar Warranty and the terms herein will be considered to have been made in the State of Michigan and will be governed by and interpreted according to Michigan law, without giving effect to conflict of law principles. Except as provided below, any action or claim arising out of or relating to Quality Edge products or this No-Mar Warranty must be brought only in a federal or state court in Grand Rapids, Michigan, having jurisdiction over the subject matter, and the purchaser and property owner(s) irrevocably consent that such court will have personal jurisdiction over them and waives any objection that the court is an inconvenient forum. In the event any suit is brought against Quality Edge in violation of these terms or for claims waived or released herein, the person agrees to pay Quality Edge's attorney and paralegal fees as well as costs to defend such suit.

• **Quality Edge's Rights**

Quality Edge has all rights and remedies given to sellers by applicable law, and its rights and remedies are cumulative and may be exercised from time to time. No waiver or novation by Quality Edge shall be effective unless in writing signed by Quality Edge. Quality Edge shall not lose any right because it has not exercised that right in the past.

- **Miscellaneous**

If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term shall be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms shall be unaffected. These terms shall be binding on the original purchaser/landowner and Quality Edge, as well as any representatives and successors.

- **Warranty Certification & Registration**

The Warranty is valid only after the Warranty Certification and Registration Card attached is completed and signed by the contractor and the owner and mailed to Quality Edge, 2712 Walkent Drive, Walker, MI 49544, within thirty (30) days after completion of the installation. Failure to do so will relieve Quality Edge of all obligations hereunder.

- **Additional Consumer Rights**

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SUCH A LIMITATION MAY NOT APPLY TO YOU. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THAT LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.