## **BUILDERS** AND WARRANTY

FULLY TRANSFERABLE

## 40 Year Limited Warranty on Builders Edge® (BE) Products

BE warrants to the owner of a residence on which any of the above Builders Edge products have been installed in accordance with the manufacturer's installation instructions that the Builders Edge products are free from manufacturing defects which result in cracking, splitting, and excessive fading under normal weather conditions for a period of 40 years from the date of installation.

This warranty is subject to the following limitations:

- 1. The warranted product must have been installed in accordance with BE's installation instructions. Products not installed in this manner will not be warranted.
- BE shall solely determine whether the product was installed according to its installation instructions. Standard Shutters and Design-Your-Own Shutters must be installed using Easy-Lok Fasteners to be warranted.
- In case of a claim of excessive fading, the homeowner is advised that some degree of fading over time is expected. Therefore, BE shall solely determine whether the amount of fading in any particular case is excessive.
- The homeowner shall establish to BE's reasonable satisfaction the date of installation of the product on which a claim is made unless the product has previously been registered with BE through the homeowner's having returned the completed warranty card to BE within 90 days after installation.
- In the event of a claim during the warranty period, BE at its sole option will either (a) repair or replace the warranted product(s) without charge to the homeowner, or (b) if BE is unable to repair the product in a commercially reasonable fashion and if BE is unable to replace the product (for example, because it has been discontinued), or notwithstanding that the product may be repaired or replaced, the homeowner nevertheless chooses to accept a refund, BE will refund to the homeowner a sum equal to the actual price paid for the product at the time of installation less reasonable depreciation based on the date of installation which shall be determined as outlined above.
- Not withstanding the other provision of this warranty, the homeowner shall be responsible for all reasonable travel expenses and labor charges incurred by BE and/or its contractors in conjunction with repairing and/or replacing an item covered by this warranty.
- If BE attempts a reasonable number of times to repair a defect under this warranty but those attempts are unsuccessful, BE at its option may either replace the product or pay a refund to the homeowner as provided above.
- This warranty will not cover claims for the following (a) damage to or failure of a warranted product resulting from acts of the homeowner or the installer, (b) damage to or failure of the product resulting from unreasonable use or the failure to reasonably maintain the product after installation.

- 9. THE PROVISIONS OF THIS WARRANTY ARE IN LIEU OF ANY OTHER WAR-RANTY EXPRESS OR IMPLIED INCLUDING SPECIFICALLY, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICU-LAR PURPOSE.
- 10. THE OBLIGATIONS AND LIABILITIES OF BE UNDER THIS WARRANTY OR UN DER ANY IMPLIED WARRANTY WHICH IS APPLICABLE DESPITE THE PRE-CEDING DISCLAIMER ARE IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILI-TIES INCLUDING, WITHOUT LIMITATION, LIABILITY FOR DAMAGES, WHETHER GENERAL OR SPECIFIC, DIRECT OR INDIRECT, CONSEQUENTIAL INCIDENTAL, EXEMPLARY, OR OTHERWISE.

Some states do not allow limitations on implied warranties or the exclusions or limitation of consequential damages, so the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Any claim under this warranty must be made in writing and postmarked within 15 days after discovery of the defect to: Builders Edge, 29797 Beck Road, Wixom, MI 48393, Attention Warranty Department. BE must be allowed a reasonable opportunity to determine and fulfill its obligations under this warranty before the homeowner or others make any repairs.

In order to speed the processing of potential future claims, please fill out the registration form below and mail to the address specified within 90 days of installation.

| To: Warranty Department, Builders Edge<br>29797 Beck Road, Wixom, MI 48393 |        |      |
|--|--------|------|
| Date installed   |        |      |
| Installed by   |        |      |
| Address of Installer   |        |      |
| City   |        |      |
| Property Owner   |        |      |
| Property address   |        |      |
| City   | _State | _Zip |
|  |        |      |