

TRIMLOGIC LIMITED WARRANTY

LIFETIME LIMITED WARRANTY

Statement of Warranty: This warranty is given to either (1) the original purchaser or (2) the owner(s) of the property at the time of installation, if different from the original purchaser (collectively hereinafter "Purchaser"), of TrimLogic products (hereinafter "Products").

Except as set forth in the exclusions, limitations, and restrictions set forth below, the manufacturer named below (hereinafter "Manufacturer") warrants to Purchaser that for the lifetime of the Product, the Products will, from the date of the original purchase, be free from material defects in workmanship and materials that (1) occur as a direct result of the manufacturing process, (2) occur under normal use and service, (3) occur during the warranty period, and (4) result in corrosion, rotting, splintering, delamination, or swelling excessively from moisture.

Exclusions from Warranty Coverage: Manufacturer does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any product failure, product malfunction, or damages attributable to: (1) improper installation of the Products or structural supports and/or failure to abide by Manufacturer's install guide, failure to use recommended fasteners or placing fasteners in the wrong position on the Products, overdriven or improperly set fasteners, use of sealants or caulks not recommended or required by Manufacturer's install guide, or use of the wrong type of nail gun or nail guns not properly set or calibrated; (2) use of the Products beyond normal use, or in an application not recommended by Manufacturer's install guide and/or local building codes; (3) earthquake, fire, flood, lightning, ice, tornado, hurricane, windstorm, or any other Acts of God; (4) movement, settlement, distortion, deterioration, warping, collapse, or cracking of the supporting structure on which the Products are placed, or the ground thereunder; (5) unevenness or waviness due to undulation in the framing, sheathing, or wall; (6) impact of foreign objects, physical abuse, or vandalism; (7) improper maintenance; (8) improper handling, storage, abuse, or neglect of the Products by Purchaser or third parties; (9) fabrication or remanufacturing by third parties; (10) use of incompatible accessories or other third-party products, including fasteners not supplied by Manufacturer; (11) environmental conditions (such as air pollution, acid rain, mold, mildew, etc.); (12) improper application of paint or application of other surface chemicals not recommended by Manufacturer in writing; (13) 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 ultraviolet light and extremes of atmospheric conditions that are unique to and may vary in each geographic location); (14) exposure to, or direct or indirect contact with, extreme heat sources, including reflected sunlight from low-emissivity (Low-E) glass, which may damage the surface of the Product and/or cause the Product to fade; or (15) water intrusion.

This warranty does not cover painted finishes or coatings applied to the Product by Purchaser or any third party. Failure to adhere to Manufacturer's recommended guidelines for application of painted surfaces may void this warranty. The Products are intended to be painted. Failure to paint the Products within the time period set forth in Manufacturer's install guide will void this warranty.

Purchaser is solely responsible for determining the effectiveness, fitness, suitability, and safety of the Products in connection with their use in any particular application. Building code regulations vary from area to area. Purchaser should consult local building and safety codes for specific requirements.

Obtaining Warranty Performance: If Purchaser discovers a Product defect covered under this warranty during the warranty period, Purchaser must, within ninety (90) days from the discovery of the alleged defect, but no later than the end of the applicable warranty period, notify Manufacturer using Manufacturer's online warranty claim form process available at <https://trim-logic.com.resources>. Alternatively, Purchaser may submit a warranty claim by contacting Manufacturer in writing at the following address:

AZEK Building Products LLC
888 N. Keyser Ave.
Scranton, PA 18504
Attn: Claims Department

Purchaser must include in this notification proof of purchase, a picture of the defective Product, and a statement explaining the defect. Manufacturer may request additional information. It is a further condition of this warranty that Manufacturer will, within a reasonable period of its receipt of such notice, be permitted to inspect the claimed defect and test the Product, its installation, and the environment in which it was used prior to removal.

After reviewing all information, Manufacturer will make a determination regarding the validity of such claim. If Manufacturer determines Purchaser's claim is valid, Manufacturer will, at its option, either repair or replace the defective Products or refund the portion of the original purchase price paid by Purchaser for such defective Products (not including the cost of initial installation). In the event of repair or replacement, the original warranty shall apply to the repaired or replaced portion of the Products for the balance of the original warranty period. If replacement material is provided, it will be as close as possible in color, design, and quality as the replaced material, but Manufacturer does not guarantee an exact match as colors and design may change.

This warranty does not cover, and Manufacturer shall not be liable for, costs and expenses incurred with respect to the removal of the defective Products or the installation of replacement materials, including but not limited to labor and freight. The foregoing remedies are Purchaser's **SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF ANY WARRANTY.**

Transfer of Warranty: This warranty may be transferred one (1) time, within the five (5) year period beginning from the date of original purchase by Purchaser, to a subsequent buyer of the property upon which the Products were originally installed.

DISCLAIMER OF WARRANTIES; LIMITATIONS OF REMEDIES AND EXCLUSION OF DAMAGES: EXCEPT FOR THE EXPRESS WRITTEN WARRANTY CONTAINED HEREIN, MANUFACTURER MAKES NO OTHER WARRANTIES, GUARANTEES, OR INDEMNITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF DEALING, USAGE OF TRADE, CUSTOM OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES, GUARANTEES, AND INDEMNITIES ARE HEREBY DISCLAIMED, OVERRIDDEN, AND EXCLUDED FROM THIS TRANSACTION.

MANUFACTURER'S LIABILITIES ARE LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY UNDERTAKEN HEREIN, AND UNDER NO CIRCUMSTANCES WILL MANUFACTURER BE LIABLE OR OBLIGATED FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, LOSS OF GOODWILL, USE OF MONEY, USE OF GOODS, STOPPAGE OF WORK, OR IMPAIRMENT OF ASSETS), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, FRAUD, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHERWISE, EXCEPT AND ONLY TO THE EXTENT THIS LIMITATION IS SPECIFICALLY PRECLUDED BY APPLICABLE LAW OF MANDATORY APPLICATION. MANUFACTURER'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

Some states and provinces do not allow limitations on how long an implied warranty lasts so the above limitation may not apply to you. Additionally, some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions 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 or province to province.

Miscellaneous: This warranty is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this warranty. This warranty may not be altered or amended except in a written instrument signed by Manufacturer and Purchaser or permitted transferee. No agent, employee, or any other party is authorized to make any warranty in addition to that made herein and Manufacturer shall not be bound by any such statements other than those contained in this warranty. Manufacturer reserves the right to discontinue or modify the Products covered under this warranty at any time without notice. In the event that repair or replacement of the Products pursuant to this warranty is not possible, Manufacturer may fulfill any repair or replacement obligation under this warranty with a product of equal value.

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