

## **LIMITED WARRANTY**

### **A. Warranty and Warranty Period**

Trim-Tex, Inc. ("Trim-Tex") warrants that the products manufactured by Trim-Tex will be free from defects in material and workmanship when installed in accordance with Trim-Tex's product guidelines and instructions ("Limited Warranty"). This Limited Warranty is limited to one year from the date of shipment of the product from Trim-Tex's facility.

### **B. Trim-Tex's Obligation Under Warranty**

Trim-Tex's sole obligation under this Limited Warranty shall be, in Trim-Tex's sole discretion, either to replace products or to refund the purchase price, during the warranty period when it has been determined by Trim-Tex that the product was defective as a result of manufacturing and not as a result of (i) improper use, installation, storage or handling, (ii) the failure to maintain the building with reasonable care, or (iii) abnormal conditions, including, without limitation, abuse, neglect, catastrophe, weather and intermittent or exposure to water. Trim-Tex does not assume responsibility for delays in replacement of products subject to this limited warranty. Products replaced by Trim-Tex under this limited warranty shall be warranted for the balance of the original warranty period or ninety (90) days, whichever is longer.

### **C. Disclaimer of All Other Warranties**

TRIM-TEX MAKES NO WARRANTIES OR CONDITIONS BEYOND THOSE STATED IN THIS LIMITED WARRANTY. TRIM-TEX DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR CONDITIONS, SO THIS LIMITATION MAY NOT APPLY IN ALL CIRCUMSTANCES.

### **D. Limitations**

No salesperson, representative or agent of Trim-Tex is authorized to make any guaranty, warranty or representation that contradicts the terms contained in this limited warranty. Any waiver, alteration, addition or modification to the warranties contained herein must be in writing and signed by authorized representatives of Trim-Tex to be valid, binding and enforceable. Trim-Tex does not assume responsibility for any defective product not manufactured by Trim-Tex to which a Trim-Tex product is attached. All statements, technical information or recommendations relating to the products are based upon tests believed to be reliable but do not constitute a guaranty or warranty. Trim-Tex shall not under any circumstances whatsoever be liable to any party for loss of profits, diminution of good will or any other special, consequential or incidental damages whatsoever with respect to any claim made under this limited warranty. Some states (or jurisdictions) do not allow the exclusion or limitation of incidental or consequential damages, so this limitation may not apply in all circumstances.