

EXCLUSIVE WARRANTY AND LIMITATION OF REMEDIES (CONTINUED)

IMPLIED WARRANTIES OR MAY DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PURCHASER MAY SEEK A REMEDY UNDER IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

CERTAINTEED'S OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO PROVIDING REPLACEMENT PRODUCT OR A REFUND AS SET FORTH IN THIS LIMITED WARRANTY. IN NO EVENT SHALL CERTAINTEED BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF CERTAINTEED'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR STATE OR JURISDICTION DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL CERTAINTEED'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT(S) COVERED UNDER THIS LIMITED WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCT NOT INCLUDING ANY COSTS RELATING TO INSTALLATION OF SUCH PRODUCTS.

This Warranty gives you specific legal rights and you may have other rights that may vary by state or jurisdiction.

This Warranty may not be modified, altered or expanded by anyone, including product distributors, dealers, sellers, installers and/or CertainTeed field representatives.

What the Customer Must Do

The original owner must promptly notify CertainTeed in writing of any claimed manufacturing defect and provide proof of the date of purchase and installation, as well as proof of property ownership. All notifications should be sent to: CertainTeed Corporation, 803 Belden Road, Jackson, MI 49203, Attn: Consumer Services Department. The owner may be required to submit a sample of the claimed defective material to CertainTeed for analysis. CertainTeed will then investigate the claim and may examine the material claimed to be defective. If a manufacturing defect covered by this Warranty is confirmed by CertainTeed, CertainTeed, within a reasonable amount of time after the investigation, at its sole option, will provide replacement Fence Product or refund the amount paid by the original purchaser for the Fence Product, excluding any costs of installation, per the terms of this Warranty.

Effective Date: This warranty applies to SimTek Fence Products installed on or after January 1, 2019.



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SIMTEK®
ECOSTONE® AND ASHLAND®
FENCE PRODUCTS
CERTAINTEED CORPORATION

CertainTeed
SAINT-GOBAIN

LIMITED

WARRANTY

SimTek® Limited Warranty

What and Who are Covered and for How Long

CertainTeed warrants to the original owner that its Ashland® and EcoStone® fence (Fence Product) will be free from manufacturing defects for twenty-five (25) years (Warranty Period) from when the Fence Product is used and installed in accordance with the applicable CertainTeed instructions.

Should any manufacturing defect occur during the Warranty Period for the original owner, CertainTeed will provide replacement Fence Product for the Fence Product deemed defective by CertainTeed. CertainTeed, at its sole option, also reserves the right to refund the amount paid by the original owner for the Fence Product, excluding any costs of installation. CertainTeed shall not be liable or responsible for labor charges or other expenses whatsoever in connection with removal or installation of either the original or replacement product.

In the event of replacement under the terms of this Warranty, the original warranty shall apply to the replacement Fence Product, and will extend for the balance of the Warranty Period in effect at the time the original product proved defective by CertainTeed.

Residential coverage is designed to cover individual owners of a single-family home. All other properties, such as those owned by corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums, homeowner associations, cooperative housing arrangements, apartments, or any other multi-family property are deemed to be Commercial for purposes of this Warranty.

ColorLast® Fade Protection 10 Years

CertainTeed warrants the Fence Product against excess fade beyond normal weathering if caused by a manufacturing defect and is reported within ten (10) years of installation to CertainTeed in accordance with the notice provision contained in the “What the Customer Must Do” section of this Warranty. Excess fade is defined by a change in color greater than four (4) Hunter units as calculated according to ASTM D2244. If CertainTeed determines that the Fence Product has excess fade, CertainTeed, at its sole option, will either provide replacement Fence Product for the Fence Product that has excess fade or refund the amount paid by the original owner for the Fence Product, excluding any costs of installation, per the terms of this Warranty.

Limitations

This Warranty does not provide protection against any failure, defect or damage caused by situations and events beyond normal exposure conditions, including but not limited to:

- Misuse, abuse, neglect or improper handling or storage;
- Improper installation or installation not in strict adherence to CertainTeed’s written instructions;
- Use of accessories which do not properly receive and/or secure the Fence Product;
- Impact of foreign objects, fire, earthquake, flood, lightning, hail, hurricane, tornado or other casualty or act of God;
- Movement, distortion, collapse or settling of the ground or structure on which the Fence Product is installed;
- Distortion or melting of the Fence Product due to extreme heat sources, including but not limited to, barbecue grills, fires, or as a result of solar reflection from windows, doors or other objects;
- Damage caused by animals or insects;
- Any other cause not involving manufacturing defects in the Fence Product.

The Fence Product is not warranted against discoloration or other damage caused by air pollution (including but not limited to metal oxides or metallic particles), mildew, exposure to harmful chemicals or normal weathering from the elements.

Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere which will cause any colored surface to gradually fade, chalk, or accumulate dirt or stains. The severity of any condition depends on the geographical location of the Fence Product, the cleanliness of the air in the area, and many other influences over which CertainTeed has no control.

This Warranty does not apply to and the Warranty voided for Fence Product which has been painted, varnished or coated over the manufacturer’s original finish.

CertainTeed reserves the right to discontinue or modify any of its Fence Products, including the color, without notice to the owner, nor shall CertainTeed be liable in the event the replacement product may vary in color or gloss in comparison to the original product as a result of normal weathering. If CertainTeed replaces or repairs any Fence Product under this Warranty, it may substitute products designated by CertainTeed to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

Transferability

This Warranty is not transferable.

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THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTY AND SOLE REMEDIES PROVIDED BY CERTAINTEED. THE WARRANTY AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES, WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, IMPLIED BY STATUTE, AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF