## **ENHANCED EXTERIOR PRODUCTS**

## 15 YEAR LIMITED WARRANTY

Limited Warranty: When installed per substrate manufacturer instructions, the Enhanced Exterior Products is warranted for a period of fifteen (15) years from the date of installation (the "Warranty Period"). The warranty states that, under normal exposure conditions and subject to the terms, conditions, exclusions and limitations of this limited warranty the finish is:

- Peel and Flake Resistant. The finish coat will not peel or
- Washable. Dirt can be removed without damaging the finish.
- Resistant to Chalk Wash-Down. Will not cause chalk stains on brick or other surfaces below.

In the event the finish fails to conform to this limited warranty, Enhanced Exterior Products will furnish sufficient replacement coating to repair the area(s) affected. Labor or costs of labor for the application of any replacement coating is specifically outlined under "labor and costs of labor" below. Labor or costs and expenses of labor other than as specifically outlined under "labor and costs of labor" below, such as for accessories (caulking, etc.) are specifically excluded. The remedies expressed here are Enhanced Exterior Products sole liability. Enhanced Exterior Products obligation under this limited warranty shall in no event exceed the coating cost incurred in the factory for the specific project which gave rise to the claim under this limited warranty. Any replacement product provided in response to a warranty claim shall be warranted only for the balance of the warranty period under this limited warranty. As considerations for material replacement pursuant to the limited warranty, material replacement shall constitute a full settlement and release of all claims against Enhanced Exterior Products and shall be a complete bar to any litigation filed subsequently.

## **Labor and Costs of Labor**

If, during the warranty period, all or a portion of finish is determined by Enhanced Exterior Products (in its sole discretion) to have a warrantable defect, Enhanced Exterior Products shall:

- A) Prior to installation, replace the affected product. Any coated product where the coating is found unsatisfactory for any reason, prior to installation, MUST NOT be installed and should be returned for replacement product. Enhanced Exterior Products will have no responsibility if defective material is installed.
- B) During the first year following installation, supply the paint and reimburse the home owner for reasonable labor costs required to repair the affected areas.
- C) During the 2nd year following installations through the end of the 5th year following installation, supply the paint for the affected area, and reimburse the homeowner for reasonable labor costs according to the following schedule. On the first day of the 2nd year to the first day of the subsequent year, reasonable labor costs shall be reduced by 20%. Each year thereafter, reasonable labor costs shall be reduced by 20% such that after the 5th year, Enhanced Exterior Products will have no further obligation to reimburse the home owner for reasonable labor costs.
- D) During the 6th year following installation through the end of the 15th year following installation, Enhance Exterior Products will supply the paint required to repair the affected area. Enhanced Exterior Products will have no obligation to reimburse any labor costs or expenses incurred to repair the affected area. Only these affected areas, which are validated by Enhanced Exterior Products to have a warrantable defect, will be covered under this limited warranty. Enhanced Exterior Products obligation to reimburse labor under this limited

warranty, shall in no event exceed \$1.00 per sq. foot based on two dimensional affected surface area.

Any failure to comply with substrate manufacturer installation instructions shall cause this limited warranty to be null and void. Especially to be noted are the storage instructions and clearance requirements found in substrate manufacturer instructions and touch up procedures found in the Enhanced finish instructions.

This limited warranty does not apply to damage or failure caused by failure of the substrate or installation resulting in excessive warping, cupping, splitting, cracking or excessive expansion/contraction of the material and the like. This warranty also does not apply to damage caused by failure or breakdown of a non-Enhanced Exterior Products primer. Improper storage, falling objects, lack of proper maintenance, accidental damage, structural defects, fire, lightening, hail or other acts of God, harmful chemicals, scratching, abrading or misuse/abuse of the prefinished product after installation is not covered under the terms of this warranty. Mold, mildew, color appearance are not defects and are expressly excluded from this limited warranty. Enhanced Exterior Products makes no other express or implied warranties and specifically disclaims the implied warranties of merchantability and fitness for a particular purpose.

Except as otherwise provided in this warranty, this warranty excludes any and all damages, and Enhanced Exterior Products shall have no liability for paying incidental or consequential damages. Such damages include, but are not limited to, costs associated with the delivery or application of the materials or repairs to the underlying structure, inconvenience, and the cost of repairing or replacing other property which is damaged because of any defect in the materials. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

This warranty is in lieu of all other warranties, express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. If applicable state law does not permit disclaimer of the implied warranty that the product is fit for ordinary use, then, to the extent consistent with state law, that implied warranty is limited to one (1) year. No dealer, distributor, agent, representative or Enhanced Exterior Products or other person is authorized to make any representation or a promise of warranty concerning Enhanced Exterior Products on behalf of the company except to refer the purchaser to this warranty.

This limited warranty is effective September 16, 2015 and supersedes previously published Enhanced Exterior Products warranties. To make a claim under this limited warranty, contact Enhanced Exterior Products, 85 S. 1380 W. Lindon, UT 84042. You must provide proof that the defective product is an Enhanced Exterior Product and the date of purchase. In addition, you must obtain and allow access to the structure where the warranted product is installed in order to permit Enhanced Exteriors, or its agents, to inspect and take samples and photographs for investigation of any claim.

