

Limited Warranty Coverage

Subject to the terms, conditions and limitations stated herein, KOMA Building Products, Inc. (hereinafter "Manufacturer") warrants to the original purchaser that, when subject to normal and proper use, each KOMA™ Product (hereafter "KOMA", "Product" or the "Products") will be free from manufacturing defects that cause the Product to rot, corrode, delaminate or excessively swell from moisture for the lesser of (i) a period of twenty-five (25) years from the date of the original consumer purchase from an authorized KOMA dealer or (ii) the period of time that the Product is owned by the original purchaser (the "Limited Warranty Period"). Each purchaser of the Product is solely responsible for determining the effectiveness, suitability and safety of any particular use or application of the product. Purchaser should consult local building and safety codes for specific requirements since building code regulations vary from area to area.

LIMITATIONS-CONDITIONS NOT COVERED BY THIS WARRANTY

Manufacturer's obligations under this warranty apply only to the original purchaser and are limited, in the Manufacturer's sole and exclusive option and discretion, to replacement of the defective Product (or portion thereof) during the Limited Warranty Period or refund the original cost of the defective Product only. In no event shall Manufacturer be liable for labor, installation, reinstallation, taxes or any other charge related to the defective Product. This warranty does not cover, and the Manufacturer is not liable for, damage or failure of the Product as a result of one or more of the following: intentional or unintentional misuse of or damage to the Product; abuse, impact of foreign objects; accident, dirt, sand, liquids, improper storage, acts of God; improper installation of the Product or related structural supports; failure to abide by all Manufacturer guidelines; movement, settlement, distortion, warping or cracking of the Product's structural supports or accessories used in connection therewith; physical abuse, vandalism, riot, insurrection, improper maintenance; wear, tear, damage incurred in transit, modifications, use of incompatible accessories or other products that cause a Product defect or failure to occur; pollution, acid rain, mold or mildew, application of chemicals or vapors applied to the Product; and ordinary and expected weathering due to exposure to the elements, which for purposes of this warranty is defined to include fading, chalking or darkening of the surface of the Product due to exposure to ultraviolet light and atmospheric conditions that are unique to or may vary in each geographic location. This warranty does not cover painted finishes, stains, or coatings applied to the Product by the original purchaser or any third party. Failure to adhere to the Manufacturer's recommended guidelines for application of painted surfaces shall void this warranty. All claims under this Limited Warranty must be made within 45 days from the time that the defect is discovered and while the Product is originally installed. Manufacturer shall be given a reasonable opportunity to inspect and test the Product, its installation and the environment in which it was used prior to removal. Failure to comply with this notice and inspection provisions shall void all warranties with regard to the Product. This warranty may not be altered or amended except in a written instrument signed by Manufacturer and original purchaser. No dealer or other person or entity is authorized by the Manufacturer to make statements or representations regarding the performance of the Product except as contained in this Warranty, and the Manufacturer shall not be bound by any such statements other than those contained herein. This warranty only applies to the original property and original purchaser and shall not be assignable or transferable by the purchaser.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE MANUFACTURER MAKES, NO AND DISCLAIMS, ALL OTHER REPRESENTATIONS, GUARANTIES, CONDITIONS, AND WARRANTIES CONCERNING THE PRODUCTS, WHETHER DIRECT OR INDIRECT, EXPRESS OR IMPLIED, OR ARISING UNDER ANY STATUTE, ORDINANCE, COMMERCIAL USAGE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION AS TO THE SUITABILITY, DURABILITY, DESIGN, OPERATION, OR CONDITION OF THE PRODUCTS (OR ANY PART THEREOF) OR THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR A PARTICULAR PURPOSE, OR RELATING TO THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR OTHER PROPRIETARY RIGHT USED OR INCLUDED THEREIN. IF ANY IMPLIED WARRANTIES APPLY AS A MATTER OF LAW, THEY ARE LIMITED IN DURATION TO THE LENGTH OF THIS LIMITED WARRANTY. SOME STATES MAY NOT RECOGNIZE A DISCLAIMER OR LIMITATION OF WARRANTIES AND/OR LIMITATION OF LIABILITY SO THE ABOVE DISCLAIMERS AND EXCLUSIONS MAY NOT APPLY. THE CUSTOMER MAY ALSO HAVE DIFFERENT AND/OR ADDITIONAL RIGHTS AND REMEDIES THAT VARY FROM STATE TO STATE.

The customer acknowledges and agrees that the manufacturer shall not be responsible for any damages that the customer may incur from delayed shipment, product failure, product design, selection, or production or from any other cause, whether liability is asserted in contract, tort (including negligence and strict product liability) or otherwise. In no event shall the manufacturer be liable for any indirect, incidental, consequential, punitive, exemplary, treble or special damages of any kind (including without limitation loss of profits or loss of use), whether or not the manufacturer shall be or should be aware of the possibility of such potential loss or damage. The Products were not intended, designed, or tested for use in load bearing or structural applications and should not be used as a replacement for wood or other building materials. Such improper use could result in application failure to the user and/or property damage.

WARRANTY CLAIMS

If a covered defect occurs within the Limited Warranty Period, the original purchaser must notify the Manufacturer in writing, which shall include the original proof of purchase, invoice or receipt identifying the Products, place of purchase, and identity of the original purchaser, a picture of the defective Product and a written description detailing the nature of the defect, and a copy of the claimant's photo identification to:

KOMMERLING USA, INC

Attention: KOMA Technical Services Manager
3402 Stanwood Blvd. • Huntsville, AL 35811
1.800.330.2239 • Fax: 256.859.7562

Manufacturer reserves the right to investigate any claim hereunder and reject non-conforming and ineligible claims without notice to the customer. Upon verification of a claim, Manufacturer shall, at its sole and exclusive option, either arrange for the delivery of replacement Product or issue a refund equal to the original cost of the defective Product only. The Manufacturer will make endeavor to review claims within ninety (90) days of receipt of all required documentation.



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