

L.B. Plastics, LLC P.O. Box 907 Mooresville NC 28115

## **Limited Warranty**

L.B. Plastics, Inc. (LBP) makes the following Limited Warranty on its building products subject to the terms and conditions below. This Limited Warranty is for the exclusive benefit of the original owner of the residential property on which our products are installed and require written proof of purchase documentation and registration. The term of warranty for commercial property is 25 years. Warranty is not assignable or transferable.

We warrant that the rigid vinyl extrusions and components in our products will not blister, corrode, flake, peel, rot, warp or be consumed by insects under conditions of normal use and service, because of manufacturing defects for as long as the original owner of the residential property on which the products are first installed owns the property. LBP, at its discretion, will pay reasonable labor charges to repair or replace defective components.

THIS LIMITED WARRANTY DOES NOT COVER defects or damages attributable to (a) installation or any consequences of faulty installation of the product including failure, damage, or deterioration caused by faulty installation; (b) modification, alteration, repair or service to the product by anyone other than LBP or authorized agent; (c) physical abuse to, misuse contrary to the instructions furnished with the product; (d) normal weathering, chalking, fading, atmospheric pollutants or mildew buildup; (e) fire, flood, lightning, windstorm, tornadoes, hurricanes, accidents, or any other acts of God; (f) any other causes beyond the control of LBP and unrelated to the manufacturing or process.

The sole obligation of LBP under this Limited Warranty shall be limited to repairing or replacing, at the option of LBP, defective parts or components of the product.

LBP reserves the right to discontinue or change any product as manufactured. If the products covered by this Limited Warranty are not available, LBP shall have the right to substitute a product that, in the sole discretion of LBP, is of equal quality or value.

THIS WARRANTY WILL BE EFFECTIVE ONLY IF REGISTERED WITHIN 30 DAYS OF INSTALLATION OF THE PRODUCT BY THE OWNER AND MAILED WITH WRITTEN PROOF OF PURCHASE DOCUMENTATION.

ANY CLAIM UNDER THIS LIMITED WARRANTY must be made within the applicable warranty period and must be made promptly after any breach of the Limited Warranty is discovered by the owner. The claim must be made in writing and mailed to L.B. Plastics, Inc. P.O. Box 907 Mooresville N.C. 28115 Attention: Warranty Department. The claim must be submitted along with the owner's name, address and contact information. If the claim falls within the Limited Warranty, LBP will instruct you to ship the defective product back to LBP prepaid freight. LBP will pay freight charges for replacement product back to owner's address by means to be determined by LBP.

ANY EXPRESS WARRANTY NOT PROVIDED HEREIN IS HEREBY EXCLUDED AND DISCLAIMED. ADDITIONALLY, ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE TERMS OF THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

UNDER NO CIRCUMSTANCES SHALL LBP BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OR ANY WRITTEN, ORAL OR IMPLIED WARRANTY, BREACH OF CONTRACT OR OTHERWISE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.