



TRI-BUILT® ALUMINUM TRIM COIL WARRANTY

A LIMITED AND TRANSFERABLE WARRANTY

COVERAGE

TRI-BUILT® warrants to the original homeowner that TRI-BUILT® products are free from manufacturing defects and when used as intended under conditions of ordinary wear will not peel, chip, crack, split, flake or blister. TRI-BUILT® warrants for a period of twenty five years from date of installation, that color change in panels used as intended will not vary more than seven color difference units and that chalk erosion for colors will not exceed a numerical rating of six units over the same period of time.* This warranty does not cover non-uniform color changes resulting from unequal exposure to sunlight.

If a product fails to perform in accordance with the above standards, after written notification and validation of the condition by inspection, TRI-BUILT® will repair or replace, at its option, any defective product, assuming 100% of the cost. In the event of repair or replacement under the terms of this warranty, the original warranty terms and duration will remain in effect for the remaining warranty term.

All warranty claims shall be settled between the owner and TRI-BUILT®. TRI-BUILT® may direct and pay a contractor to perform any remedial work under this warranty. If any corrective work on or replacement of warranted products is performed by the homeowner or anyone engaged by homeowner prior to receiving written permission to do so from TRI-BUILT®, such action will void the homeowner's coverage under this warranty.

The liability of TRI-BUILT® for a claim under this warranty shall in no event exceed the homeowner's original purchase price- including labor and taxes- for the product involved. It shall be the homeowner's obligation to provide documentation or other reasonable evidence of such original costs.

* Color difference units are determined by Tristimulus Colorimetry - A.S.M. D2244 -08. Numerical chalk erosion ratings are determined by standard methods of evaluating degree of chalking - A.S.T.M. D4214-07.

DURATION

- 1. Original Owner:** This warranty is in effect for the lifetime of the original homeowner so long as such original homeowner continues to own the home where TRI-BUILT® products have been installed.
- 2. Second Owner:** This warranty can be transferred by the original owner to whom is issued to the next owner of the property. Upon completion of the transfer, the warranty period shall be limited to 50 years from the original date of installation of the TRI-BUILT® products; provided, however, TRI-BUILT® and the second owner shall share the cost of repair or replacement of any defective products, including labor and materials. (Please see "Allocation of Warranty Costs When Applicable")
- 3. Institutional Owner:** For an owner such as a corporation, partnership, group, governmental agency, association, or other organization capable of enduring for generations, this warranty is limited to a period of 50 years from the date of original installation of TRI-BUILT® products.

WARRANTY REGISTRATION

This warranty is valid only after the registration card has been completed by the TRI-BUILT® building products dealer, signed by the original owner and mailed to TRI-BUILT® within 30 days after installation has been completed. Failure to register within the 30 day period set forth above will not void the warranty, but registration will confirm the date of purchase and will assist TRI-BUILT® in processing any warranty claim that might arise in the future. This confirmation is a benefit to the homeowner in case original proof of purchase cannot be found.

EXCLUSIONS AND LIMITATIONS

This warranty does not cover damage resulting from any of the following: faulty installation (including but not limited to waving and/or buckling caused by improper installation); "oil canning" (perceived waviness in the flat areas of metal siding panels); fire, lightning, hurricane, hail storm, wind storm, earthquake or other acts of God; accidental damage or vandalism; impact of foreign objects; structural shrinkage or distortion; lap abrasion; harmful chemicals, pesticides, fumes or vapors; direct contact with and water run-off from dissimilar metals or other materials (e.g., metals such as copper, zinc and steel, or other materials such as concrete, blacktop, stucco, asbestos siding, pressure treated or pre-treated lumber, roofing materials or roofing systems containing metallic granules or strips, or other corrosive non-metallic materials); damage resulting from painting, varnishing, coating or otherwise altering the surface of the products except in strict accordance with TRI-BUILT® instructions or guidelines; distortion or warping caused by excessive heat sources such as window reflection, skylights, outdoor grills and other items which can cause products to distort or change color due to excessive heat buildup; surface deterioration due to air pollution and airborne stains; misuse or abuse; normal weathering; acid rain; salt spray directly applied or in the atmosphere; mildew accumulation; owner's failure to provide normal cleaning and maintenance of the product (please see care and maintenance instructions); and/or other causes beyond the control of TRI-BUILT®.

This is the homeowner's exclusive warranty and is in lieu of all other warranties, express or implied, except as may be required by applicable law. Without limiting the generality of the foregoing, TRI-BUILT® shall not be liable for any breach of any other written or oral warranties given to the homeowner by any third party(ies) such as those (if any) given to the homeowner by dealers, contractors, applicators or distributors of the products.

TRI-BUILT® IS NOT LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES FOR THE PRODUCTS COVERED BY THIS WARRANTY. REPAIR OR REPLACEMENT IS THE EXCLUSIVE REMEDY AVAILABLE UNDER THIS WARRANTY.

TRI-BUILT® reserves the right to discontinue or make changes in any of its products. If the products covered by this warranty are not available, TRI-BUILT® has the right to substitute a product of equal or greater quality or value.

TRI-BUILT® does not hereby undertake to repair or replace non-defective TRI-BUILT® products. Rather, TRI-BUILT® may elect to repair or replace only the particular portion(s) of such TRI-BUILT® products that is/are defective and/or excessively faded (as per the terms of this warranty) and we cannot and do not guarantee an exact color match with regard to the replacement product(s) as compared to the adjacent non-replaced products. Color variance may occur between replacement products in comparison with the original products due to normal weathering and aging of the original products, and this is not indicative of a defect in either the replacement products or the original products.

This warranty gives you specific legal rights; you may also have other rights which may vary from state to state. Pertinent state law shall also control for what period of time following the sale a homeowner/consumer may seek a remedy under the implied warranty of merchantability or fitness for a particular purpose. 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.

CLAIMS PROCEDURE

A claim under this warranty must be presented in writing within 30 days following the discovery of any warranted defects to TRI-BUILT®, 721 Waverly Road, Ridgewood, NJ 07450 Attention: Warranty Service Department.

The claim should be accompanied by a copy of this warranty certificate, and a description of the defect.

Corrective work on warranted products may not be started prior to receiving permission to do so from TRI-BUILT®.

Ultimate determination of the existence and extent of any claimed manufacturing defect hereunder shall be made by TRI-BUILT® in its sole discretion. As noted above, corrective work on warranted products may not be started prior to receiving permission to do so from TRI-BUILT®, and TRI-BUILT® reserves the right to perform such corrective work itself or through others retained by it. Homeowner shall cooperate with TRI-BUILT® and its contractors in connection with the scheduling and performance of any corrective or replacement work hereunder.

In the case of second and institutional owners, after five years of the warranty period have elapsed, a claim under this warranty must be accompanied by a \$50 payment to TRI-BUILT®. Checks should be made payable to TRI-BUILT® and mailed to the above address.

WARRANTY TRANSFER

This warranty may be transferred from the original owner to whom it was issued to the next owner of the property provided TRI-BUILT® receives written notice within 30 days of the date of the transfer. Notice must include the original owner's name as shown on the warranty certificate, the name of the new owner, the warranty certificate registration number and the date TRI-BUILT® products were installed on the property.

Upon transfer of the property, the warranty period shall be limited to 50 years from the date of installation. TRI-BUILT® and the new owner shall share in the cost of repair or replacement of any defective product, including labor and materials as described below.

ALLOCATION OF WARRANTY COST WHEN APPLICABLE

For second and institutional owners the cost, including labor and materials, to repair or replace defective products shall be allocated between the owner and TRI-BUILT® according to the following schedule: TRI-BUILT® will assume 100% of such costs for validated claims made during the first five years of the warranty period. During the sixth year, TRI-BUILT® share of such costs will be 90%, and the homeowner's share will be 10%. Each year thereafter, through the thirteenth year, TRI-BUILT® share of such costs will cumulatively decrease from 90% by 10% per year. Starting with the fourteenth year of the warranty period, and for the balance of the warranty period, TRI-BUILT® share will be 10% and the owner's share will be 90% of such costs.

Effective only for TRI-BUILT® products purchased on or after April, 2015