

TRI-BUILT® CUTTINGEDGE Shutters & Siding Accessories Limited Lifetime Warranty

The Tapco Group™ (TTG), a Headwaters Company, warrants¹ its TRI-BUILT® CUTTINGEDGE (TMG) line of products including the following: -Shutters -Utility Vents -Mounting Blocks -Gable Vents as is expressly provided in this document. TTG warrants to the original owner at the time of installation of a residence on which any of the above products have been installed and to a party to whom the original owner transfers this warranty as permitted by this document (a “permitted transferee”) that such products will be free from manufacturing defects which result in cracking, splitting, and excessive fading when subject to normal use during the lifetime of such original owner. The lifetime coverage offered by this warranty automatically ends upon the sale of the property or death of the last of the original owners of the property at the time of installation of the products on homeowner’s home. In the case of a permitted transferee, warranty coverage shall be pro-rated as disclosed in the table below.

This warranty is subject to the following limitations:

1. The warranted product must have been installed in accordance with the manufacturer’s installation instructions. Products not installed in this manner will not be warranted.
2. TMG shall solely determine whether the product was installed according to its installation instructions.
3. The homeowner and any permitted transferee shall have the burden of establishing to TTG’s reasonable satisfaction the date of purchase of the warranted product and the amount paid for such product. The original homeowner shall also have the burden of proving his/her/their ownership of the residence on such date.
4. In the case of a claim of excessive fading, the homeowner is advised that some degree of fading over time is expected. Therefore, TMG shall solely determine whether the amount of fading in any particular case is excessive. TTG will not be held responsible for fading, peeling, cracking or any other deterioration of finishes applied by any third parties.
5. In the event of a claim during the warranty period, TTG at its sole option will either (a) repair or replace the warranted product(s) without charge to the homeowner, or (b) if TTG is unable to repair the product in a commercially reasonable fashion and if TTG is unable to replace the product (for example, because it has been discontinued), or notwithstanding that the product may be repaired or replaced, the homeowner nevertheless chooses to accept a refund, TTG will refund to the homeowner a sum equal to the actual price paid for the product at the time of purchase less reasonable depreciation from the date of purchase, which shall be determined as per the pro-ration schedule below.
6. This warranty excludes reasonable travel expenses and labor charges incurred by TTG and/or its contractors in removing and/or replacing a warranted product.
7. If TTG attempts a reasonable number of times to repair a defective product under this warranty but those attempts are unsuccessful, TTG at its option may either replace the product or pay a refund to the homeowner as provided above.
8. This warranty will not cover claims for the following (a) damage to or failure of a warranted product resulting from acts of the homeowner or the installer, (b) damage to or failure of the product resulting from unreasonable use or the failure to reasonably maintain the product after the date of purchase.
9. THE PROVISIONS OF THIS WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY EXPRESS OR IMPLIED INCLUDING SPECIFICALLY, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
10. THE OBLIGATIONS AND LIABILITIES OF TTG UNDER THIS WARRANTY OR UNDER ANY IMPLIED WARRANTY WHICH IS APPLICABLE DESPITE THE PRECEDING DISCLAIMER ARE IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES INCLUDING, WITHOUT LIMITATION, LIABILITY FOR INCIDENTAL, CONSEQUENTIAL AND/OR ANY OTHER DAMAGES BASED UPON ANY THEORY OF RECOVERY AT LAW OR IN EQUITY INCLUDING SPECIFICALLY ANY THEORY OF NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, OR STRICT LIABILITY.

Some states do not allow limitations on implied warranties or the exclusion or limitation of consequential damages, so the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state. Transferability. If there is a change in ownership from the original owner to a new owner, this warranty may be transferred to the new owner provided that the transfer occurs during the first five years after the date of purchase of the warranted products. It may only be transferred by the individual owner who had the products installed to the individual to whom he sells his home. It may not thereafter be transferred again. To transfer rights under this warranty, the transferee must send to TTG reasonable evidence of: 1) the transfer of ownership of the property from the individual who originally had the products installed; 2) proof of the date of purchase of the products; 3) \$100 which is TTG’s fee to process the transfer. These items must be received by TTG within 60 days of the transfer of ownership of the property to the transferee of the warranty. Failure to do so within 60 days will void the warranty. In the event of a permitted transfer, the effective date of the warranty for pro-ration purposes will remain the date of original purchase of the warranted products by the original property owner. In the event of a qualified transfer, the permitted transferee shall be subject to pro-ration in the Warranty Coverage Specification below to account for usage received. In any event, coverage provided shall in no event exceed the original purchase price of any defective material. The warranty protection provided against excessive fading is not transferable from the original property owner.

¹This warranty is effective April 1, 2009 and supersedes all previously published versions of this warranty. It shall remain effective until such time as TTG publishes a subsequent superseding version at which time it shall have no further effect.

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Customer Responsibilities

The warranty claimant must notify TTG within 30 days of discovering the basis for a claim under this warranty in writing and provide proof of the date of purchase, as well as proof of property ownership and/or an allowed transfer of ownership. All notifications should be sent to: TRI-BUILT® CUTTINGEDGE, Attn: Warranty Department, 29797 Beck Road, Wixom, MI 48393

The owner may be required to submit a sample of any defective material to TTG for laboratory analysis. TTG will then investigate the claim and examine the material claimed to be defective. If a defect covered by this warranty is confirmed, TTG, within a reasonable amount of time after the inspection, will satisfy its obligations under this warranty.

TTG must be allowed a reasonable opportunity to determine and fulfill its obligations under this warranty before the homeowner or others make any repairs. The homeowner's failure to abide by the terms of this provision shall void any responsibility of TTG to pay for repairs or other work done by third parties.

Lifetime Warranty Coverage Schedule	
	Share Of Purchase Price Paid By Original Homeowner That TTG Will Pay Toward A Covered Claim
During term of Original Purchaser's Ownership of the Property	100%

Pro-Rated Warranty Coverage Schedule	
Number Of Years Since Date Of Purchase Of Warranted Product By Original Homeowner	Share Of Purchase Price Paid By Original Homeowner That TTG Will Pay Toward A Covered Claim
0-5 years	100%
6 years	90%
7 years	80%
8 years	70%
9 years	60%
10 years	50%
11 years	40%
12 years	30%
13 years	20%
14 or more years	10%