

30-YEAR LIMITED WARRANTY

Subject to the terms, conditions and limitations set forth herein, Deceuninck North America, L.L.C., hereafter referred to as Deceuninck, warrants to the Original Lineal Purchaser that the covered Products are free from Covered Defects for the lifetime of the Original Retail Purchaser during the Warranty Period, as defined below.

“Covered Products” shall mean the extrusions manufactured by Deceuninck for use in the Kodiak Building Products when used in accordance with the recommendations and specifications of Deceuninck.

“Covered Defects” shall mean defects in material and workmanship of Deceuninck resulting in any material rotting, rusting, cracking, warping, pitting, corroding, peeling, or blistering of any Covered Product under normal exposures and conditions. Covered Defects do not include any of the following: (i) defects resulting from the subsequent fabrication and assembly of the Covered Products into Kodiak Building Products; (ii) damages and defects resulting from the installation of such Kodiak Building Products; (iii) damages resulting from defective fasteners, wood structures or other components not originally used in the manufacture of the Covered Products by Deceuninck; (iv) defects or damages caused by accident, fire, flood, lightning, hurricane, tornado, sandstorm, earthquake or other acts of God, staining, vandalism, misuse, abuse, harmful fumes, vapors or chemicals, settlement, structural shrinkage or distortion of the structure, building heat or excessive temperature exposure; (v) defects resulting from the subsequent modification(s) of any Covered Product including the external modification of any Covered Product (e.g. application of primers, paints or solvents to the Covered Product); and (vi) fading or chalking due to normal effects of environmental weathering.

“Deceuninck or “Deceuninck North America” shall mean Deceuninck North America, LLC, whose principal business address is 351 North Garver Road, Monroe, Ohio 45050, USA.

“Original Lineal Purchaser” is the initial purchaser of Covered Products directly from Deceuninck North America.

“Original Retail Purchaser” is the initial purchaser of Covered Products designed and manufactured by Deceuninck for resale as Kodiak Building Products where such products were purchased directly from an authorized Kodiak Building Products dealer for use in home, building or other structure (“Structure”) owned by Original Retail Purchaser.

“Warranty” means the warranty extended by Deceuninck to the Original Lineal Purchaser pursuant to the first paragraph above.

“Warranty Period” shall mean the period commencing on the date of installation of any Kodiak Building Products fabricated from the Covered Products and continuing as long as the Original Retail Purchaser remains in ownership of the Structure or until the expiration of the warranty from the Original Lineal Purchaser to the Original Retail Purchaser (as defined above) without limitation, whichever occurs first. Where the Structure is owned by an entity such as a corporation, limited liability company, partnership, governmental unit or similar the Warranty Period shall expire no later than 30 years from the original date of the installation.

Any claims under this Warranty are expressly limited, at the option of Deceuninck North America, to either (i) the original cost of the Covered Products, or (ii) provide to the Original Lineal Purchaser non-defective replacement extrusions. IN NO EVENT SHALL DECEUNINCK BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, COSTS INCURRED IN THE FABRICATION OF THE EXTRUSIONS INTO KODIAK BUILDING PRODUCTS OR INSTALLATION OF SUCH KODIAK BUILDING PRODUCTS INTO OR ADJACENT TO THE STRUCTURE. THE PROVISIONS, TERMS AND CONDITIONS CONTAINED HEREIN CONSTITUTE THE ENTIRE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.

THIS WARRANTY SETS FORTH THE ONLY WARRANTY EXTENDED BY DECEUNINCK NORTH AMERICA TO THE ORIGINAL LINEAL PURCHASER WITH RESPECT TO THE COVERED PRODUCTS. DECEUNINCK NORTH AMERICA HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE PARTICULAR PURPOSE. NEITHER DECEUNINCK NOR ANY REPRESENTATIVE OF DECEUNINCK EXPRESSES ANY OTHER WARRANTIES WITH RESPECT TO THE COVERED PRODUCTS.

Claims Procedure: Any claim for Covered Defects under this Warranty must be submitted in writing by the Original Lineal Purchaser to Deceuninck North America promptly after discovery of the defects claimed, describing such defects and providing proper proof of the installation date of Kodiak Building Products fabricated from the Covered Products into a structure owned by the Original Retail Purchaser and proper proof that the defect occurred during the Warranty Period. Deceuninck shall have 90 days to inspect the Covered Products. If Deceuninck determines the claim is valid in accordance with this Warranty, Deceuninck agrees at its option to either return to the Original Lineal Purchaser the purchase price of any defective Covered Product, or to replace any defective Covered Product by shipping to the Original Lineal Purchaser replacement extrusions transportation prepaid. The Warranty Period shall not be extended by any such replacements but the replacement extrusions shall continue to be covered during the remainder of the original Warranty Period. Deceuninck North America reserves the right to discontinue production of any Covered Product. If a Covered Product has been discontinued or is for some other reason, no longer available, Deceuninck reserves the right to substitute another product for comparable function and quality for such Covered Product.

FAILURE TO FOLLOW THE RECOMMENDED INSTALLATION INSTRUCTIONS WILL VOID THE WARRANTY.

HOW DO YOU SUBMIT A WARRANTY CLAIM?

You must submit your claim in writing to us within the warranty period and within a reasonable period of time after the defect is discovered.

To initiate a claim, you should contact our warranty services number at 1-877-563-4251 to receive a warranty claims packet.