

## Limited Warranty and Limitation of Liability for Plastpro Door Products

### 1. Limited Warranty

When sold directly by Plastpro or through an authorized retailer, Plastpro, Inc. ("Plastpro") door products ("Product") are guaranteed to be free of defects in material and workmanship that might unreasonably affect its performance. This Limited Warranty initiates on the original date of purchase from Plastpro or an authorized retailer and continues for the stated duration, so long as the original purchaser continues to own and reside in the property in which the Product was installed. This Limited Warranty is non-transferable. For the avoidance of doubt, this Limited Warranty does not cover any product not manufactured by Plastpro, even if it is sold through Plastpro.

This Limited Warranty excludes any Product defects or failures caused by the following:

- Fire, corrosive fumes, stains, contact with chemically abrasive substances, acts of God, and/or any events or actions not controlled by Plastpro;
- Normal wear and tear;
- Damage caused by high winds, floods, fire and/or other conditions that exceed Plastpro product design and testing specifications;
- Damage caused by localized application of heat, movement of building or building components, and/or expansion or contraction of building or building components;
- Damage caused by freight carriers, common carriers, private transportation, or any other means of transportation or handling that occur after the product leaves Plastpro facility;
- Components not supplied by parties other than Plastpro or its agents;
- Damage or changes to the door by installation or repair; and/or
- Products painted and/or stained with dark colors, not including Onyx factory finished products
- Products with storm doors.

This Limited Warranty sets forth the only warranty for the Products. Plastpro provides no other warranties or representations of any kind, express or implied, statutory or otherwise, with respect to the Products including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. All such warranties are hereby specifically disclaimed. Plastpro shall not be liable for any knowledge of the Product's intended use. Moreover, no statement or conduct by Plastpro or its representatives, in addition to or beyond this Limited Warranty, shall constitute a warranty. For more information about Plastpro's Limited Warranty by product, please refer to Plastpro website and the article "Recommended Door Installation, Care & Maintenance" (<http://www.plastproinc.com/how-to-guides>).

### 2. Claims

No claim under this Limited Warranty is valid unless: (1) it is received in writing by Plastpro within ten (10) days of the date the alleged defect was discovered; (2) Plastpro is given an opportunity to sufficiently inspect the allegedly defective Product; and (3) at Plastpro's request, you provide representative samples of the allegedly defective Product to Plastpro in accordance with Plastpro's instructions. To file a warranty claim, you should first contact the builder or dealer where you purchased the Product. If not possible, you can contact Plastpro's customer service at CUS-Support@plastproinc.com. Your claim email must contain all of the following:

1. Name and address of the owner of the residential and commercial property;
2. Name of the installer;
3. Proof of purchase and the original date of purchase;
4. Product catalog number and description; and
5. Detailed explanation and pictures of the alleged defect.

### 3. Limitation of Liability

Your sole and exclusive remedy for Plastpro's breach of this Limited Warranty, and Plastpro's sole and exclusive liability to you for any breach of this Limited Warranty, shall be, at Plastpro's sole discretion: (1) repair of the Product; (2) replacement of the same type, size and quantity of the Product; or (3) a credit or refund of the purchase price of the Product. If Plastpro elects to provide a replacement, the Limited Warranty for the replacement will continue for the balance of the original warranty period for the original Product. If the original purchaser fails to provide satisfactory proof of the date of the purchase, the Limited Warranty shall be deemed to commence on the manufacture date. **Your (the original purchaser's) total remedy and Plastpro's maximum liability shall not exceed the purchase price.** In no event shall Plastpro be liable for any for lost profits, loss of goodwill, loss of business opportunities, damage to reputation, special damages, indirect damages, punitive damages, exemplary damages, incidental damages, or consequential damages, including without limitation any costs incurred relating to the removal or reinstallation of allegedly defective Product.

### 4. General

This Limited Warranty may only be modified or altered in writing by Plastpro management. In the event that any provision of this Limited Warranty is held to be illegal or unenforceable by any court of competent jurisdiction, the remaining provisions of this Limited Warranty shall remain in full force and effect. This Limited Warranty shall be governed by the laws of the state of California. Any and all disputes arising out of or relating to this Limited Warranty shall be subject to the exclusive jurisdiction of the state or federal courts located in Los Angeles, California or, at Plastpro's sole election, to binding arbitration before a single arbitrator pursuant to the American Arbitration Association's Commercial Dispute Resolution Procedures, with such arbitration taking place in Los Angeles, California. Plastpro reserves the right to revise this Limited Warranty and Limitation of Liability without notice at any time.

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