

## Kleer® Trimboard Limited Lifetime<sup>1</sup> Transferable<sup>2</sup> Warranty (With Two Year Replacement Labor Coverage)<sup>3</sup>

The Tapco Group (“TTG”), a Headwaters Company, warrants<sup>4</sup> to the original owner that its Kleer Trimboard products (collectively referred to in the remainder of this document as, the “product” or, the “products”) will be free from manufacturing defects resulting in warping, cracking, splitting, rotting, peeling, flaking blistering and excessive fading (see below) when subject to normal use. There is no limit on the duration of this warranty for product used on a single family home (a “residential application”). All other applications are deemed commercial in nature and, for such applications, coverage under this warranty shall end after 25 years from the date of purchase of the products. Replacement labor charges are available for residential applications and will be recoverable provided the claim is made within two years of the original date of purchase of the product. Both the product warranty and the replacement labor charges recoverable under this warranty are subject to all of the limitations, terms and conditions that follow. In the absence of a transfer that complies with TTG’s requirements below, coverage under this warranty shall terminate upon any transfer of ownership of the product or structure upon which the product is installed. Should a valid transfer be made, the transferee will receive the same warranty coverage as was held by the original owner. While there is no limit to the term of this warranty, the owner should be aware that many things may affect the durability of the products including things that TTG cannot control such as the weather and whether proper installation techniques and materials are used. This warranty is intended to provide the owner with a level of comfort that TTG properly manufactured the products such that they will perform as specified. However, this warranty is not intended to provide an absolute assurance that the products will last forever. The coverage provided by this warranty is subject to the following limitations:

1. The warranted product must have been installed in accordance with TTG’s installation instructions including, but not limited to, TTG’s installation procedures intended to accommodate the product’s expansion and contraction properties. Products not installed in this manner will not be warranted. TTG shall solely determine whether the product was installed according to its installation instructions.
2. TTG shall incur no liability under this warranty and this warranty will not cover any claim made unless and until the products have been paid for in full.
3. 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 Owner, or (b) if TTG is unable to repair or replace the product in a commercially reasonable fashion, TTG will refund to the Owner a sum equal to the actual price paid for the product at the time of purchase. For residential applications, TTG will pay for reasonable labor charges in connection with the removal and replacement of defective products if it receives notice of the warranty claim within two (2) years after the original purchase date of the product in question and approves the labor charges to be incurred in writing before the work is done. TTG shall solely determine a reasonable limit on the amount paid for replacement labor charges overall per warranty claim made and also per unit of product replaced. If notice of a claim is not received within this two year time period, TTG will not cover labor charges. Replacement labor charges are not recoverable for commercial applications. Any other charges are the sole responsibility of the Owner. Warranty coverage for replacement products shall not exceed the warranty coverage extended to the product that was replaced in either scope or duration. TTG notes that any repaired or replacement product may have a gloss or color difference due to normal weathering of the installed product and such difference is not considered defective.
4. TTG will not be held responsible for fading, peeling, cracking or any other deterioration of finishes applied by any third parties. TTG notes that Kleer provides recommended guidelines for application of paint to the product which are available at [www.kleerlumber.com](http://www.kleerlumber.com).
5. TTG may require that the claimant allow an inspection of the products as installed to determine both the nature of any claimed manufacturing defect or covered damage, if any, and the amount of product affected.
6. This warranty does not provide coverage for any damage to or adverse change in the products caused in whole or part by any of the following conditions: a) effects caused by the presence of insects, animals, algae, moss and mildew; b) exposure to chemicals, paints;

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1. The limited lifetime coverage provided by this warranty applies only to residential applications. Coverage for commercial applications is limited to 25 years in duration.
  2. This warranty is transferable only strictly in compliance with the requirements of the “Transferability” section. A permitted transferee shall receive rights under this warranty only in strict compliance with the limitations of the Transferability section and of the warranty in general. This warranty is not transferable for commercial applications.
  3. Replacement labor coverage is not applicable to claims for commercial applications.
  4. This warranty is effective January 1, 2015 and supersedes all previous versions of this warranty. It shall remain in effect until such time as TTG publishes a subsequent version, at which time it shall have no further effect.

air pollution (including but not limited to metallic oxides or metallic particles) and acid rain; c) damage caused by improper handling or storage; d) damage, warping or distortions in the shape of the product resulting from the movement or settling of the product's structural supports; e) discoloration, variations in or a lack of uniformity in color caused by staining due to shading or sap from trees, bushes, plants, ash from chimneys, and proximity of the products to copper, zinc or other metals; f) damage resulting from proximity to heat sources such as furnaces, air conditioners, or reflections from nearby windows; and g) damages resulting from any other cause not involving manufacturing defects in the material supplied by TTG.

7. This warranty will not cover claims for the following: a) damage to or failure of a warranted product resulting from acts of the Owner or the installer; and 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.
8. This warranty will not cover damages resulting from acts of God, fire, severe storms, including hail storms, hurricanes, cyclones and tornados, floods, earthquakes or other natural disasters, malicious injury, riots, insurrection, war or other reason of like nature not the fault of TTG. No warranty coverage is available to cover applicable labor charges in this circumstance.
9. If the Owner elects individually or through others to incur costs of repair or replacement before TTG is able to complete an investigation after a claim is initiated under this warranty, TTG shall have no obligation to pay for such costs.
10. 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.
11. 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 INCLUDING ANY DAMAGES TO THE BUILDING ON WHICH THE PRODUCTS ARE INSTALLED, ITS CONTENTS OR ANY PERSONS THEREIN WHETHER 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.
12. Some states do not allow limitations on, or the exclusion of, incidental or consequential damages, so the above exclusions may not apply to you.
13. TTG does not authorize its field representatives, distributors or dealers to make any changes in or modifications to this warranty.

**Transferability:**

If there is a change in ownership of a single family residence on which the product is installed, this warranty may be transferred one time, if and only if: a) the transfer occurs within two (2) years of the original purchase date of the product; and b) TTG is notified in writing of the warranty transfer within 60 days of the closing of the sale to the new owner. If either of these conditions is not met, the warranty shall lapse as of the date title is transferred. If the transfer is valid (as determined solely by TTG, the warranty cannot be transferred again. The written transfer notice must be sent to TTG at the email address below and must include an electronic copy of the purchase invoice or receipt for the product, and an electronic copy of the deed or other document manifesting the transfer of title to the new owner and the date such transfer occurred.

**Customer Responsibilities:**

To be considered for warranty coverage, the Owner provide both of the following to TTG's reasonable satisfaction: a) evidence of either a valid transfer of the warranty from a prior owner or ownership of the structure on which the product is installed on or before the date of purchase of the product and continuing to the date of the warranty claim; and b) electronic images of the alleged defective product and documentation (in electronic form) establishing the date that the product was purchased and the amount paid for the product. Claims must be initiated through the TTG website at [warrantydepartment@kleerlumber.com](mailto:warrantydepartment@kleerlumber.com). TTG may also require the Owner to submit a sample of the defective material to TTG for analysis. TTG will then investigate the claim and examine the allegedly defective material. If a defect covered by this warranty is confirmed, then within a reasonable amount of time, TTG will satisfy its obligations under this warranty.

