

Limited Ten-Year Warranty

On purchases of Vindex™ primed exterior products (for exterior installation), herein jointly referred to as (the “Products”), Composite Technology International (“CTI”), offers the following nontransferable Limited Warranty:

A. Limited Warranty. In lieu of other express or implied warranties of any kind, CTI warrants to Buyer/Installer on all Products purchased, for a period of ten (10) years from the date of purchase by Buyer/Installer, that the Products shall (i) conform to the products ordered by Buyer/Installer; (ii) shall be free of defects in material and workmanship that significantly impair the Products’ operation and function; and (iii) shall be free from end rotting, end decay, and prime coating separation from lumber core. This Limited Warranty is subject to the conditions that the Products are (i) properly stored and transported in accordance with CTI written policy, which policy has been separately provided to Buyer/Installer; (ii) installed without alteration and in accordance with applicable building codes; and (iii) all exposed wood parts are protected with a quality latex paint applied in accordance with generally accepted field-finishing standards. This Limited Warranty is nontransferable.

B. Warranty Claims. All warranty claims must be submitted to CTI timely (i) following an initial inspection of delivered products; or (ii) upon discovery of latent defects falling within the ten-year Limited Warranty period. Warranty claims must be in writing and supported by photographs or other evidence of the Product’s failure, together with the date, place, amount, and proof of purchase. If CTI concludes, based upon the submitted claim, supporting documentation, and any other investigation performed by CTI, that the identified Product defect and claim are within the Limited Warranty coverage, CTI shall, in CTI’s sole discretion and depending upon the magnitude of the accepted warranty claim, either (i) deliver to Buyer/Installer replacement product, or (ii) credit Buyer/Installer’s account for the purchase price of the Product determined to be defective.

C. Limitations and Exclusions. Except as may otherwise be provided in a separate written warranty delivered to Buyer/Installer by CTI for specific products sold, the Limited Warranty set forth above is the only warranty, expressed or implied, applicable to Products sold to Buyer/Installer by CTI. ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED, PROVIDED, HOWEVER, TO THE EXTENT THAT IMPLIED WARRANTIES ARE, BY LAW, INCLUDED WITHIN THE TERM OF THE ABOVE-STATED EXPRESSED LIMITED WARRANTY, SUCH IMPLIED WARRANTY SHALL TERMINATE UPON THE EXPIRATION OF THE EXPRESSED LIMITED WARRANTY. UNDER NO CIRCUMSTANCES SHALL CTI BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, AND ITS LIABILITY SHALL, IN ALL INSTANCES, BE LIMITED TO THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR, AT CTI’S OPTION, CREDITING THE ACCOUNT OF BUYER/INSTALLER FOR THE PURCHASE PRICE OF THE PRODUCT DETERMINED TO BE DEFECTIVE.

Some states do not allow the exclusion or limitation of incidental or consequential damage, or the length of time an implied warranty lasts. The above-stated limitations or exclusions may not apply, depending upon the state in which Buyer/Installer maintains its business headquarters. This Limited Warranty gives Buyer/Installer legal rights, and Buyer/Installer may have other rights, which vary, from state to state.