

## **Weather Ware (SM) Premium Soffit Systems LIMITED LIFETIME WARRANTY**

Under normal and proper use and subject to the terms and conditions described in this warranty, Weather Ware coated aluminum soffit panels, fascias, and channels ("product"), are warranted by Lynch Aluminum Mfg. Co. ("manufacturer"), to the property owner(s) ("owner"), named in this certificate to be free from manufacturing defects and will not peel, check, chip, crack (except for such crazing or slight cracking as may occur on tightly roll-formed edges or brake bends and which is accepted as standard), blister, split, or flake, as a direct result of manufacturing defects.

This warranty does not cover damage of any kind resulting from improper use, improper installation, or fire, flood, ice, hail, storm, windborne objects, tornado, earthquake, or other acts of God, use of incompatible accessories, exposure to harmful materials or chemicals directly applied or in the atmosphere (including but not limited to, chemical fumes or salt spray and any corrosion resulting therefrom), falling objects, settlement of the building, failure of the structure, external forces, mildew accumulation, surface oxidation, normal weathering, damage to the product occasioned by moisture or other contamination (attributable to improper storage, handling, shipping, or processing), failure of owner to provide reasonable and necessary maintenance, or any other similar or dissimilar occurrences beyond the control of the manufacturer.

Color change due to normal weathering, which is defined as exposure to ultraviolet sun light and extremes of weather and atmosphere causing any color or painted surface to fade, darken, chalk, or acquire a surface accumulation of dirt or stain, is excluded from this warranty.

This warranty shall remain in force for as long as the owner(s) named in this certificate shall live and own an interest in the property as identified herein. If more than one property owner is named, the warranty shall remain in force as long as at least one of the original property owners is living and owns an interest in the property. If structure is owned by a corporation, an unincorporated association, or by a governmental or public entity, including without limitation a church or school, the warranty shall be fifty years from the date of installation. Warranty coverage is subject to the conditions, remedies, limitations, and legal rights set forth herein and is non-transferable or otherwise assignable.

The attached warranty registration card must be fully completed and returned to the manufacturer within thirty (30) days of installation or the initial purchase of a newly constructed commercial or residential structure, whichever is later, for the owner to be entitled to warranty coverage.

Claims under this warranty must be made in writing to the manufacturer within thirty (30) days of the date the defect is first discovered or reasonably could have been discovered. The manufacturer shall have a reasonable opportunity to inspect the product involved for defects and may request information or evidence concerning your claim.

If the product contains a defect covered by this warranty, the manufacturer, at its sole discretion, will either; a) pay for the cost of materials to repair or replace the product, b) provide a replacement product of equal quality or value as a substitute, or c) refund the purchase price of the product. In no event shall the manufacturer be obligated to pay for the cost of labor for such repair or maintenance. Since a color variance may occur between any new replacement panel or piece in comparison to the originally installed product due to normal weathering, this condition shall not be indicative of defective products.

Except as set forth herein, the manufacturer makes no other warranties with respect to product, expressed or implied, and shall not be liable for any incidental, indirect, consequential, or special damages with respect to the products covered by this warranty. The manufacturer's complete liability and the owner's exclusive remedies are limited to repair, replacement, or refund on the basis stated herein. This warranty shall apply only to the product shipped to and used within the Continental United States. All the foregoing conditions constitute material terms of this warranty and violation by the owner or its agents or representatives of any one or more conditions shall release the manufacturer of its obligations hereunder.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from state to state.