#ES1955

## eotek

#### SUBSTRATE 50-YEAR LIMITED WARRANTY - COMMERCIAL

**ELIGIBILITY** - Eovations, LLC ("Warrantor") warrants and represents the substrate of its Eotek Siding (the "Product") to be free from defects in material or manufacturing workmanship to the extent explained below. This Warranty is valid for Product used in standard commercial applications, explicitly excluding any multifamily residential application, and only applies to the original consumer of the Product. This Warranty is not assignable or transferable to subsequent owners of the Product or real property where installed.

SUBSTRATE 50-YEAR LIMITED WARRANTY - The Substrate 50-Year Limited Warranty is applicable to Product used in standard commercial applications only. This Warranty is valid only when the Product is used as intended. Warrantor warrants that, when installed according to Warrantor's instructions and under normal use, the Product will not rot, split or crack, and will resist damage caused by termites and breakage from hail.

#### LIMITED REMEDIES -

If, during the warranty period and after you have followed the proper procedures for making a warranty claim, Warrantor determines that (1) the Product qualifies for the limited warranty described in the preceding paragraph; and (2) the defect or damage at issue is not due to causes beyond Warrantor's control, Warrantor will, at its sole option, either repair, replace or refund a prorated portion of the purchase price for Product which exhibits a covered defect or degradation, subject to the Prorated Warranty Schedule below.

This Warranty does not cover costs of installation or reinstallation. Eotek's sole obligation is limited to a replacement of the Product, or a prorated refund of the original purchase price, and Warrantor shall have no further liability or obligation except as expressly stated herein. If a claim is made under this Warranty on a product that is no longer available, Warrantor reserves the right to substitute replacement with a similar product of equivalent quality and value at Warrantor's discretion.

#### PRORATED WARRANTY SCHEDULE -

Years Since Purchase	<u>% Purchase Covered</u>
Years 1 - 15	100%
Year 16	95%
Year 17	90%
Year 18	85%
Year 19	80%
Year 20	75%
Years 21-50	reduced by 3.33% each year to a value of zero

#### LIMITATIONS ON WARRANTY -

The Warranty does not apply to any product that:

- Is damaged by physical abuse, acts of God, acts of war, or exposure to acid rain or other chemical or biological factors.
- Has not been installed or maintained in accordance with Warrantor's installation and maintenance instructions.
- Has been abused or placed under or subjected to abnormal residential use conditions.
- Has been used, modified or otherwise treated in any manner other than as intended by Warrantor.
- Has been subjected to uneven weathering and sunlight exposure.
- Has been subjected to unusual heat sources (including outdoor grills and reflections from windows or foil sheathing).
- Has been damaged from failure, settlement or damage to walls, surfaces or structures to which the product is applied.

Failure to follow any restrictions or warnings supplied with the Product shall make the Warranty null and void and of no further effect. Warrantor reserves the right to investigate any claim and to inspect any product for which a claim is made. Any construction or use of this product must be in accordance with all local zoning and/or building codes.

The Consumer assumes all risk and liability associated with the installation or use of this product.

Some states do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion of incidental or consequential damages, so the above limitations and exclusions may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

WARRANTOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR OWNERSHIP OF THIS PRODUCT. The limited warranties given on the Product, and are in lieu of all other warranties, and Eotek expressly disclaims all other warranties of any kind, whether express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose or intended use.

**CLAIM PROCEDURE** - To make a claim under this Warranty to receive repair, replacement or a refund, the original owner must, within 90 days of actual or constructive notice of damage covered by this Warranty, do the following:

1. Prepare a letter that includes the following information:

- a. A list of the number of pieces and the size of each piece for which the claim is made.
- b. Proof of Purchase of the product, as shown on the original invoice.
- c. Proof of Warranty, as evidenced by the original product label, or a copy of the mark on the product.

2. Mail the above information to:

EOVATIONS, LLC, WARRANTY INFORMATION 2801 EAST BELTLINE NE GRAND RAPIDS, MI 49525

THERE ARE NO OTHER WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. WARRANTOR DOES NOT MAKE ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF THE PRODUCT FOR A PARTICULAR PURPOSE.

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# eōtek

### CERTIFICATE OF INSTALLATION

This form is to be completed by dealer, signed by purchaser and mailed to Eotek within 30 days of installation.

DATE OF INSTALLATION

COLOR AND NUMBER OF SQUARES INSTALLED

NAME OF ORIGINAL EOTEK SIDING PURCHASER

INSTALLATION SITE STREET ADDRESS

CITY

STATE

ZIP CODE

This certifies that Eotek siding has been installed on the aforementioned building and in accordance with the manufacturer's specifications and the purchaser has received the standard warranty therefore.

DEALER FIRM NAME

DEALER STREET ADDRESS

CITY

STATE

ZIP CODE

SIGNATURE OF ORIGINAL PURCHASER

DATE

#### CERTIFICATE #ES1955

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