

# COLORLAST™ PROCESS LIMITED WARRANTY

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Home & Leisure, Inc. (hereinafter "HLI") warrants to the original purchaser ("Purchaser") that, for a period of twenty (20) years from the date of original purchase, under normal use and service conditions, products coated using the ColorLast™ Process shall be free from peeling, cracking or blistering on greater than 15% of the total surface area finished with the ColorLast Process. If a defect occurs within the warranty period, Purchaser shall notify HLI in writing and, upon confirmation by an authorized HLI representative of the defect, HLI's sole responsibility shall be, at its option, to either replace the defective item, recoat the defective item using the ColorLast Process, or refund the portion of the purchase price paid by the Purchaser for such defective item's coating with the ColorLast Process.

This warranty extends only to the original purchaser. This warranty shall not cover and HLI shall not be responsible for costs and expenses incurred with respect to the removal of defective HLI products or the installation of replacement materials, including but not limited to labor and freight, except as specifically provided herein.

During year one (1) HLI will pay for freight (one-way from HLI to Purchaser) on the replacement item or recoated defective item.

## Claims and Remedies

To make a claim under this limited warranty, Purchaser, shall send to HLI, within the warranty period referred to above, a description of the claimed defect and proof of purchase, to the following address:

Home & Leisure, Inc.  
3300 Dill Smith Drive  
Fredericksburg, VA 22408

HLI does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any condition attributable to: (1) Damage caused by non-weather exposure such as acids or other chemical agents; (2) improper installation of HLI products and/or failure to abide by HLI's installation guidelines, use of HLI products beyond normal use, or in an application not recommended by HLI's guidelines and local building codes; (3) Failure that is a result of damage to the structure or its components including scratches and dents; (4) movement, distortion, collapse or settling of the ground or the supporting structure on which HLI products are installed; (5) any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), staining from foreign substances (such as dirt, grease, oil, etc.), or normal weathering (defined as exposure to sunlight, weather and atmosphere which will cause any colored surface to gradually fade, flake, chalk, or accumulate dirt or stains); (6) variations or changes in color of HLI products; (7) improper handling, storage, abuse or neglect of HLI products by Purchaser, the transferee or third parties; or (8) ordinary wear and tear.

No person or entity is authorized by HLI to make and HLI shall not be bound by any statement or representation as to the quality or performance of HLI products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by HLI and Purchaser.

UNDER NO CIRCUMSTANCES WILL HLI BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND HLI'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion 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.

This warranty shall only be applicable and enforceable in the United States of America and Canada.  
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**STRUCTUREWORKS™**

FABRICATION

3300 Dill Smith Drive • Fredericksburg, VA 22408  
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