



5- YEAR LIMITED WARRANTY

JELD-WEN, inc. (“JW”) warrants to the original purchaser (“Customer”) that the Extira Treated Exterior Panel (the “Product”) has been manufactured in accordance with the minimum specifications (provided by JELD-WEN, inc. upon request) and is warranted against rot and splitting or cracking of the substrate surfaces under normal conditions of use and exposure when caused by substrate defects for a period of five (5) years from the date of shipment from JELD-WEN, inc.

THIS LIMITED WARRANTY SHALL BE VOID AND OF NO EFFECT, AND JELD-WEN, inc. SHALL HAVE NO LIABILITY FOR FAILED PRODUCT, IF SUCH FAILED PRODUCT IS NOT PROPERLY COATED PRIOR TO USE, IS NOT USED UNDER NORMAL CONDITIONS (EXAMPLES OF USES WHICH VOID THIS LIMITED WARRANTY INCLUDE, WITHOUT LIMITATION, SUBJECTING THE PRODUCT TO CONTACT WITH SOIL OR TO PROLONGED CONTACT WITH OR IMMERSION IN LIQUID WATER) OR IS OTHERWISE MODIFIED OR TAMPERED WITH. JELD-WEN, inc. WILL NOT WARRANT BOWING OR WARPING COMPLAINTS ON TRUE OPERATIONAL WORKING SHUTTERS (ONLY FASTENED TO THE STRUCTURE ON ONE SIDE WITH HINGES) OR DECORATIVE SHUTTERS THAT ARE NOT MECHANICALLY FASTENED A MINIMUM OF 24” ON CENTER AROUND THE PERIMETER OF THE SHUTTER.

If JELD-WEN, inc., after inspection and verification, determines that the Product failed under the terms of this limited warranty, JELD-WEN, inc. will pay for the replacement of the Product, limited to the original purchase price of the failed Product, reduced by fifteen percent (15%) each year from the first anniversary date of the original Product shipment from JELD-WEN, inc., through the end of the warranty period. The foregoing shall be the sole and exclusive remedy for any failure of the Product. Determination of the effectiveness, suitability and safety of any particular use or application of the Product is solely the responsibility of the Customer and is expressly excluded from this limited warranty. The Customer should consult local building and safety codes for specific requirements as building code regulations vary from area to area. JELD-WEN, inc. shall have no liability for defects or damage resulting from misuse or abuse and other causes beyond the reasonable control of JELD-WEN, inc.

In no event shall JELD-WEN, inc. be liable for labor, installation, reinstallation, removal, disposal charges, freight, taxes or any other charge related to a failed product. Claim must be made in writing to JELD-WEN, inc. within 60 days of the discovery of a problem and authorization obtained prior to beginning any repair or replacement work. Claims can be made by writing to JELD-WEN, inc., 825 Shiner Road, Towanda, PA 18848, Attention: Product Performance Department. After receiving such notice JELD-WEN, inc. must be given a reasonable opportunity to inspect and verify the claim.

THIS LIMITED WARRANTY MAY NOT BE MODIFIED EXCEPT IN WRITING BY AN AUTHORIZED SIGNATORY OF JELD-WEN, inc. NO REPRESENTATIVE, EMPLOYEE OR AGENT OF JELD-WEN, inc. HAS ANY AUTHORITY TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF JELD-WEN, inc. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND ANY SUCH STATEMENT SHALL NOT BE BINDING ON JELD-WEN, inc.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, JELD-WEN, inc. MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. THE DURATION OF ANY MAGNUSON-MOSS ACT OR SIMILAR WARRANTY CLAIM UNDER STATE LAW SHALL BE ONE (1) YEAR. THE LIMITATION OF REMEDY STATES THE ENTIRE LIABILITY OF JELD-WEN, inc. IN NO EVENT SHALL JELD-WEN, inc. HAVE LIABILITY FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR SIMILAR PECUNIARY LOSS), EVEN IF JELD-WEN, inc. HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGE OCCURRING AND OTHERWISE REGARDLESS OF THE FORESEEABILITY THEREOF. THESE LIMITED WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS. SOME STATES DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS SET FORTH HEREIN, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provisions herein, all of which shall remain in full force and effect.



www.extira.com

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