

# Holmes Manufacturing Limited Warranty

Holmes Manufacturing is a manufacturer of aluminum building products with materials derived from outside sources. Therefore, our warranty is based on the warranty given to us by our painted aluminum suppliers.

## Coverage of This Warranty

Holmes Manufacturing warrants to you, the original purchaser, that for a period of five (5) years from the date of installation, the painted aluminum products you have purchased will be free from manufacturing defects resulting in blistering, peeling, chipping and cracking (except minor stress fractures of the coated surface which can naturally occur on tightly formed, broke or stamped edges), flaking, splitting, or structurally deteriorating. Should such manufacturing defects exist, they will be remedied by Holmes Manufacturing in accordance with, if reported as required by, the below Claims Procedure and Requirements provisions.

## Exclusions Not Covered by This Warranty

This Warranty applies only to painted aluminum products installed in residential building applications within the United States.

This Warranty does not apply to:

1. Motor homes, commercial, or industrial installations.
2. Contact of painted aluminum products with corrosive materials during or following installation, including, but not limited to, concrete, masonry cement, stucco, fiber cement products, pretreated lumber, salt, corrosive chemicals, dissimilar metals (zinc, copper, steel, etc.) and roofing systems made with metallic granules of such dissimilar metals.
3. Normal weathering: defined as exposure to sunlight and extremes of weather and atmosphere causing the painted surface to fade, chalk or stain; such as dirt, weather, corrosive atmospheres (such as those containing sea salt, acid rain, chemicals, vapors or other contamination).
4. Damage caused by faulty or improper installation, settlement or cracking of the structure or other materials to which the aluminum products are applied.
5. Vandalism, impact of foreign objects, mildew, misuse, unreasonable use, improper cleaning or care or maintenance, physical abuse, accidental damage, abrasion, explosion, or acts of nature (such as fire, flood, lightening, wind, hail, snow, or earthquake).
6. Or any other problem, defect or damage beyond the control of Holmes Manufacturing.

## Claims Procedure and Requirements

Any claim under this Warranty must be made in writing by registered or certified mail, within the warranty period and within thirty (30) days following discovery of the defect, mailed to: Holmes Manufacturing, 6767 CR 624, Millersburg, Ohio 44654. Any claim must describe the defect and provide the homeowner's name, property address, and date of installation. Failure to provide this notice as required shall constitute an absolute waiver and release of all claims the property owner may have, and Holmes Manufacturing shall have no liability, under this Warranty or otherwise, for that claimed defect. As a condition to any claim under this Warranty, Holmes Manufacturing and its agents must be provided access to the products for inspection, testing, repair and/or replacement. Reasonable time should be allowed for inspection, repair, or replacement purposes. If Holmes Manufacturing determines in its sole discretion that a claim is valid, Holmes Manufacturing will, only and at its option, repair or replace the failing part or material or make a pro rata refund of the initial purchase price for the defective portion of the product. If Holmes Manufacturing, in its sole discretion, determines to replace any defective portion of its product, and if the product as originally installed is no longer available, Holmes Manufacturing shall have the right to substitute product that, in its determination, is of equal quality. A color variance may occur between any new replacement product in comparison to the originally installed product due to weathering exposure and is not indicative of a defective product. If, at Holmes Manufacturing 's sole option, a purchase price refund is conveyed to the property owner, the Warranty shall terminate. Any refund shall be limited to the original purchase price of the Holmes Manufacturing product.

## Limitations on Rights

There are no other warranties other than that stated herein. No employee, representative, or agent of Holmes Manufacturing, nor any other person, including any installer, contractor, or applicator, has authority to modify or expand this Warranty, to waive any limitations, conditions, or exclusions of the Warranty, or to assume or incur on behalf of Holmes Manufacturing any obligation or liability in place of or in addition to the Lifetime Warranty. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. THE REPAIR, REPLACEMENT, OR REFUND PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. HOLMES MANUFACTURING SHALL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOST PROFITS, LABOR COSTS, OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, BREACH OF THIS AGREEMENT, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. UNDER NO CIRCUMSTANCES SHALL HOLMES MANUFACTURING 'S LIABILITY FOR ANY DEFECT IN THE GOODS, WHETHER BASED ON CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY, EXCEED THE PURCHASE PRICE OF THE PRODUCTS. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS. THESE PROVISIONS PROVIDE SPECIFIC LEGAL RIGHTS AND LIMITATIONS. SOME MAY NOT APPLY BASED ON STATE LAW, AND OTHER LEGAL RIGHTS MAY EXIST.