



EXTERIOR  
CLASSIC WHITE  
AND COLOR TRIM,  
MOULDING & SHEET

WARRANTY

## **WARRANTY PERIODS**

As used below with respect to each Warranty, the term "Warranty Period" shall have the following meanings:

- A. With respect to the lifetime warranty coverage on material for household use (Part I): Period during which the Covered Person owns the residential structure on which the Product is originally installed, terminating upon the date the Covered Person ceases to own the structure upon which the Product was installed, including upon death or sale of the property.
- B. With respect to warranty coverage on material for non-household use (Part II): 25 years from the date of installation of the Product.
- C. With respect to the warranty coverage on finish for household use (Part III): 25 years from the date of installation of the Product, terminating upon the date the original Covered Person ceases to own the structure upon which the Product is installed, including upon death or sale of the property.
- D. With respect to the warranty coverage on finish for non-household use (Part IV): 15 years from the date of installation of the Product.

### **LIMITED LIFETIME WARRANTY COVERAGE - MATERIAL**

Jain (Americas) Inc. (JAI) warrants for each "Covered Person" for installation within the U.S. that when manufactured, EX-Cel pvc trim products (the "Product") shall be free from defects in material and manufacture that directly cause the Product to crack, rot or delaminate during the Warranty Period, subject to the exceptions and exclusions set forth below. For purposes of this Warranty, a Covered Person shall mean the purchaser of the Product and/or the owner (the "Owner") of the structure to which the Product is applied.

If used for its intended purpose, and if it is properly installed and maintained according to EX-Cel's published installation instructions, the Product will resist damage caused by hail and/or termite attacks.

I. WARRANTY FOR HOUSEHOLD USE: If, during the Warranty Period, any Product used on houses owned by individual owners proves to breach the Warranty, JAI, in its sole discretion, (a) if the Product has not yet been installed, JAI shall replace defective Product; (b) if the Product is already installed, JAI will pay to repair, replace or coat, at its option, any defective material.

In addition, if the Product is defective during the first year of the Warranty Period, JAI, in its sole discretion, will either: (a) reimburse the Covered Person for actual losses, with reimbursement limited to twice the retail cost of the defective portion OR (b) Provide replacement product and pay for labor charges in connection with removal and reinstallation of the Product.

If the Product is discovered to breach the Warranty during the remainder of the Warranty Period, JAI, in its sole discretion, will either: (a) offer replacement Product for the defective portion of the Product OR (b) reimburse the Covered Person the retail cost of the

defective portion of the Product. If the original retail cost cannot be established by the Covered Person, the cost shall be determined by JAI in its sole and reasonable discretion.

JAI's replacement of the defective Product or granting of a refund SHALL BE THE SOLE EXCLUSIVE REMEDY available to the Covered Person with respect to any defect. After the first year, JAI will not refund or pay any costs in connection with labor and/or accessory materials.

II. NON-HOUSEHOLD USE: In the case of EX-Cel pvc trim purchased by, or installed upon, property owned by corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums or cooperative housing arrangements, or installed on apartment buildings or any other type of building or premises not used by individual homeowners as their residences (a "Non-Household Use"), JAI will reimburse the Covered Person for the original retail cost of the Product, but the payment shall be reduced by 4% each year such that after the 25th year the Covered Person shall not be entitled to any warranty payment. After the first year of the Warranty Period, JAI will not refund or pay any costs in connection with labor or accessory materials. If the original retail cost cannot be established by the Covered Person, the cost shall be determined by JAI in its sole and reasonable discretion. JAI's replacement of the defective Product or granting of a refund SHALL BE THE SOLE EXCLUSIVE REMEDY available to the Covered Person with respect to any defect.

### **LIMITED LIFETIME WARRANTY COVERAGE - FINISH**

III. WARRANTY FOR HOUSEHOLD USE: JAI warrants (for installation within the U.S.) for the Warranty Period to each Covered Person that the Product is free from defects in material or manufacture that directly cause the finish to chip, crack, peel or flake; provided that, the Product is (a) used for its intended purpose, (b) properly installed, (c) maintained in accordance with the published installation instructions and (d) the building continues to be owned by a Covered Person which was the property owner at the time of Product installation. JAI as its sole liability will, during the first year of the reimburse the Covered Person for reasonable fees for paint and labor which shall under no circumstances exceed the original purchase price paid for the specific defective Product. If the Product is defective during the remainder of the Warranty Period, JAI, in its sole discretion, will supply replacement coatings to the Covered Person in a quantity that is sufficient to repair the chipping, cracking, peeling or flaking.

IV. NON-HOUSEHOLD USE: In the case of EX-Cel pvc trim purchased by, or installed upon, property for a Non-Household Use, JAI, as its sole liability and in lieu of any direct, indirect, or consequential damages will, during the first year of the Warranty Period, reimburse the Covered Person for reasonable fees for paint and labor which

shall under no circumstance exceed the original purchase price paid for the specific defective Product.

During the 2nd through the 15th year of the Warranty Period, JAI will supply replacement coatings to the Covered Person in a quantity that is sufficient to repair the chipping, cracking, peeling or flaking.

#### **CONDITIONS OF WARRANTY**

JAI's liability hereunder to the Covered Person shall be subject to the following terms and conditions:

- A. The claimant must provide proof that he/she is a Covered Person.
- B. The Product must be stored according to the manufacturers instructions at all times between purchase and installation.
- C. The Product must be installed according to JAI's printed installation instructions and all applicable building codes. Failure to install the Product per the manufacturer's published instructions may affect the Product performance and voids the Warranty.
- D. Any claim under the Warranties must be made in writing to JAI no later than 30 days after the expiration of the applicable Warranty Period and no later than 30 days after discovery of any claimed defect covered by this Warranty and before beginning any permanent repair. The notice must describe the location and details of the defect and such information as is necessary for JAI to investigate the claim. Photos of the Product, showing the defect failure must accompany the notice.
- E. Upon discovery of a possible defect or failure, the Covered Person must immediately, and at the Covered Person's own expense, provide for protection of all property that could be affected until the defect or failure is remedied. Before any permanent repair to the Product, the Covered Person must allow JAI or JAI's agent to enter the property and structure where the Product is installed, and examine, photograph and take samples of the Product.
- F. EXCLUSIONS: None of the foregoing Warranties covers damages or defects resulting from or in any way attributable to: (a) the improper storage, shipping, handling or installation of the Product; (b) neglect; (c) abuse; (d) misuse; (e) repair or alternation; (f) settlement or structural movement and/or movement of materials to which the Product is attached; (g) damage from incorrect design of the structure; (h) exceeding the maximum designed wind loads; (i) acts of God including, but not limited to, hurricanes, tornados, floods, earthquakes, severe weather or other natural phenomena, (including, but not limited to, unusual climate conditions); (j) efflorescence or performance of any paints and/or coatings which are not EX-Cel and/or EX-Cel affiliated applied; (k) growth of mold, mildew, fungi, bacteria, or any organism on any surface of the product (whether on the exposed or unexposed surfaces) and in this respect, ANY CLAIMS OF DAMAGE CAUSED BY MOLD OR MILDEW ARE EXPRESSLY EXCLUDED; (l) lack of proper maintenance; (m) acid rain or other pollution, (n) any cause other than manufacturing or material defects attributable to JAI.

#### **DISCLAIMER**

The statements in this Warranty constitute the only warranty extended by EX-Cel for the product. JAI DISCLAIMS ALL OF THE WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR A PARTICULAR PURPOSE.

NO OTHER WARRANTY WILL BE MADE BY OR ON BEHALF OF JAI. This Warranty gives you specific legal rights and you may also have other rights which vary from state to state.

EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES IN NO EVENT WILL JAI BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NON-DELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

#### **MODIFICATIONS AND ALTERATIONS OF PRODUCT**

JAI shall have no responsibility hereunder for defective Product subjected to further processing or alteration after shipment.

#### **SETTLEMENT OF CLAIM**

Any refund or material replacement by JAI pursuant to the terms hereof shall constitute a full settlement and release of all claims of any Covered Person hereunder for damages or other relief.

#### **MODIFICATION OR DISCONTINUATION OF PRODUCTS**

JAI reserves the right to modify or discontinue any of its products without notice and shall not be liable as a result of such modification or discontinuation.

#### **REGISTRATION**

In order to register your JAI warranty, please visit us on our website [www.excelbyjain.com](http://www.excelbyjain.com). Failure to register could result in the rejection of a future warranty claim.



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