

Acrovyn® *Limited Lifetime Warranty*

This warranty includes Acrovyn®, Acrovyn by Design®, Chameleon™ Patterns, Saratoga® Wall Systems, Tapestry™ Collection, Renaissance™ Collection, Stainless Steel, Wall Covering, Wall Panels, Wall and Door Frame Protection products (collectively “CS Acrovyn Product Systems”) and CS Adhesive, Primer, Trims, Caulk, Fasteners, Brackets, and other CS supplied product components (collectively “CS System Accessories and Assemblies”)

Construction Specialties, Inc. (“CS”) hereby warrants to purchasers of its CS Acrovyn Product Systems (“Products”) that such Products sold by it shall be free of defects in materials or factory workmanship and have a Limited Lifetime Warranty (“Warranty”) when properly handled, stored, and installed using CS System Accessories and Assemblies. If a valid claim for a defective Product covered by this Warranty is made to CS, CS will, at its option, either replace or repair the Product that proves defective by reason of improper factory workmanship by CS or defects in materials free of charge. Subject to the conditions set out below, this Warranty shall extend for the lifetime of the Products following the date of their purchase from CS. **CS shall not be responsible or liable for consequential or incidental damages resulting from any defect in the Product supplied or any damages caused by its installation.**

In the event of a claimed defect, CS shall repair and/or replace the defective Product, provided the following conditions have been satisfied:

1. CS is notified in writing that the Product is defective and is provided with specific details stating the nature of the claimed defects within a reasonable time following discovery of the defect.
2. CS, its agents and employees are permitted access to examine the Product after notification so that the cause of the problem can be determined, and repairs or replacements made.

EXCEPTIONS

Excluded from the terms of this limited warranty are the following:

1. CS shall not be liable or responsible for consequential or incidental damages for any reason including but not limited to damages caused by unusual, extraordinary or unforeseen conditions, including accidents, acts of God and/or other occurrences beyond the control of CS, including explosions, fire, riots, civil unrest, pandemic, and acts of war.
2. CS shall not be liable or responsible for damages, abnormalities, or imperfections resulting from improper storage, improper use/maintenance/cleaning, or improper installation of Products.
3. Normal wear and tear, including dents, mars or abrasions, or other variations of normal wear and tear as related to the inherent characteristics of the material attributes or components of the Products.
4. Products that have been discontinued by CS.

Any repair work or alteration of the Product, not done under the supervision or subject to the approval of CS, shall void this Warranty and any liability thereunder.

Any CS Acrovyn Product System installed without using CS System Accessories and Assemblies shall have a five (5) year warranty on material defects which is subject to the terms and conditions of this Warranty.

THIS EXPRESS WARRANTY CONSTITUTES THE ENTIRE OBLIGATION OF CS AND THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE WHATSOEVER. LIABILITY IS LIMITED TO THAT SET FORTH HEREIN AND CS SHALL IN NO EVENT BE LIABLE FOR ANY INSTALLATION, REMOVAL, OR REINSTALLATION COST OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PERSONAL INJURY.

This Limited Lifetime Warranty shall become effective only upon CS's receipt of full and undisputed payment.