



## Warranty Document Endurian™ Shutters

### WHAT DOES THIS WARRANTY COVER?

Timberlane, Inc. warrants to the original purchaser, for only the original property where the products were installed, that our products are free from defects in material and workmanship providing the products were installed according to our specifications. This warranty is limited to the terms and conditions, requirements, and legal's rights as expressly outlined in this document.

### HOW LONG DOES THE WARRANTY LAST?

Endurian™ shutters are backed by a limited lifetime warranty against defects in material and workmanship as described within this warranty document and a 10-year warranty on the paint finish per the pro-ration schedule below:

| Endurian Warranty Schedule for Paint Finish Claims |                                       |
|--|---------------------------------------|
| Time from Delivery Date                            | % of Original Cost Eligible for Claim |
| 0-2 Years  | 100%                                  |
| 2-5 Years  | 75%                                   |
| 6 Years  | 60%                                   |
| 7 Years  | 45%                                   |
| 8 Years  | 30%                                   |
| 9 Years  | 15%                                   |
| 10 Years+  | 0%                                    |

### WHAT IS NOT COVERED UNDER THE WARRANTY?

- Any post-delivery modifications to any product will void this warranty. Examples of such modifications include, but are not limited to, the following: field trimming of shutters, applying post delivery finishes of any kind while within the paint finish warranty term, and installations that are atypical from a normal hinge or surface mount application. **\*\* See item (a) below\*\***
  - Endurian Board & Batten shutters must be surface mounted ONLY. Installation must consist of six (6) mounting points per shutter, two at the top of the shutter (one at each corner), two at the bottom of each shutter (one at each corner) and two at the mid point of each shutter in line with the upper & lower mounting points. Installations other than that which is described here will void the material & workmanship warranty for this style of shutter.
- Timberlane will not be responsible for fading due to weathering of painted surfaces. Such fading, including any reduction in gloss level is considered normal and expected.
- In the event of any warranty claim, Timberlane will not be responsible for any subcontractor or labor charges for the removal and reinstallation of affected shutters or hardware under any circumstances.
- The following are not considered defects in material and workmanship: small hairline surface or edge "checks" which are common in exterior millwork and generally cannot be avoided; slight witness lines around raised panels and louvers; etc.

### GENERAL WARRANTY PROVISIONS

- All warranties are non-transferable and are extended only to the original owner(s) of the structure where the shutters were originally installed.
- Shutters (with the exception of radius top shutters) must have capping, either aluminum or copper properly installed at the initial installation of the shutters and capping must remain in place for the entire warranty period in order for shutters to be covered under the product warranty. Shutters installed without capping will not be covered under the manufacturer's warranty.
- Warranty coverage will not extend whatsoever to custom shutters fabricated that are beyond the scope of Timberlane's standard products and sizes, or in cases when the purchaser was advised at the time of purchase that the warranty would not extend on their purchase.
- Timberlane will not be held responsible for damages resulting from Acts of God, accidental or intentional acts, installations that are not in accordance with the recommended method or from repairs or modifications by persons not authorized by Timberlane or from the use of parts and hardware accessories not authorized by Timberlane.
- The original owner(s) shall have the burden of establishing to Timberlane's reasonable satisfaction both the identification of the product purchased and the date of purchase of the same for all claims made.
- Timberlane will not be responsible for damages exceeding in value the original net purchase price of the products excluding shipping, handling, and sales tax (if applicable).
- In the event of a claim during the warranty period, Timberlane at its sole option will either (a) repair or replace the warranted product(s), or (b) refund to the purchaser a sum equal to the actual price paid for the product (less shipping and handling charge; sales tax paid).
- This warranty will not cover claims for the following: (a) damage to or failure of a warranted product resulting from acts of the purchaser or installer, (b) damage to or failure of the product resulting from unreasonable use, including but not limited to, the installation of shutters other than over window openings or the failure to reasonably maintain the product after installation.
- Timberlane must be allowed a reasonable opportunity and notification to determine and fulfill its obligations under this warranty before the purchases or others make any repairs to the product.

10. Timberlane's financial liability will never exceed the original product cost less Shipping, Handling, and Sales Tax charges. Timberlane reserves the right to change, discontinue, or alter any of its product designs or colors at any time and without notice or liability. If, for any reason, Products of the type originally purchased are no longer available from us at the time of a warranty claim, we may substitute another product determined by us to be of a comparable quality and price.
11. OTHER THAN THE EXPRESS WARRANTIES HEREIN, TIMBERLANE MAKES NO OTHER WARRANTY AND HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TIMBERLANE MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY AND MAKES NO IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE OBLIGATIONS AND LIABILITIES OF TIMBERLANE UNDER THIS WARRANTY OR UNDER ANY IMPLIED WARRANTY WHICH IS APPLICABLE DESPITE THE PRECEDING DISCLAIMER ARE IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES INCLUDING, WITHOUT LIMITATION, LIABILITY FOR INCIDENTAL CONSEQUENTIAL AND/OR ANY OTHER DAMAGES BASED UPON ANY THEORY OR RECOVERY AT LAW OR IN EQUITY INCLUDING SPECIFICALLY ANY THEORY OR NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, OR STRICT LIABILITY.