



## Warranty Document Fundamentals Series™ 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?

Fundamentals™ shutters are warranted for a period of one (1) year from date of receipt against defects in material and workmanship resulting in cracking, splitting, and rotting under normal weather conditions. For orders that designate the factory paint finish option, Timberlanes factory paint finish will be warranted not to peel or flake for a period of one (1) year from date of receipt by the customer. Timberlane, Inc. will not be held responsible for paint or finish failure under any circumstances unless the shutters were factory painted and are within the paint finish warranty term, this includes products that were PRIMED ONLY since we have no control of the choice of materials and application method of the final finish application. All Fundamentals shutters must be painted before installation. The purchaser accepts all responsibility for the application of and subsequent performance of any field applied finish coat.

### WHAT IS NOT COVERED UNDER THE WARRANTY?

1. 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 and any installations that are not direct surface mount applications.
2. Timberlane will not be responsible for fading due to weathering of painted surfaces. Such fading, including any reduction in gloss levels is considered normal and expected for painted exterior applications.
3. 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.
4. The following are not considered defects in material and workmanship: small hairline surface or edge "checks" which are common in exterior products and generally cannot be avoided; slight witness lines around raised panels and louvers; etc.

### GENERAL WARRANTY PROVISIONS

1. All warranties are non-transferable and are extended only to the original owner(s) of the structure where the shutters were originally installed.
2. 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.
3. 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.
4. 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.
5. 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).
6. 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).
7. 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.
8. 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.
9. 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.
10. 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.