

GOSSEN CORPORATION
LIFETIME WARRANTY
TRIM GUARD™ EXTERIOR MOULDINGS

LIFETIME WARRANTY COVERAGE. Subject to the following terms, conditions and limitations, Gossen Corporation (“**Gossen**”) warrants that its Trim Guard™ Exterior Mouldings (“**Product**”) is warranted against cracking, peeling, flaking, rotting, blistering, delamination, or fading, not in accordance with stability and weatherability standards described in ASTM D4726 (or a similar industry standard). The warranty does not apply if the product is painted with any color that falls within the “L” values of 56 to 0. “L” is a measure of the lightness of an object and ranges from 100 (white) to 0 (black). The warranty is reflected only if the product is handled, installed, maintained or otherwise used in accordance with Gossen’s specifications and standard building practices. Should any of the foregoing defects occur while the original purchaser retains ownership of the property where the Product is located, Gossen will, at its sole and exclusive option under this Warranty, provide a replacement Product for the Product determined to be defective or return the purchase price of the Product. Labor costs incurred in removing defective Product or installing the replacement Product are not covered by this Warranty. This Warranty is not transferable to any other person or entity and is the sole and exclusive Warranty provided by Gossen.

The original purchaser must submit any claim for a covered defect under this Warranty in writing, promptly after discovery of the defect claimed, describing the defect. Gossen shall have thirty (30) days to inspect the Product or require the original purchaser to return the Product to Gossen. If Gossen determines that the claim is valid, Gossen shall reimburse the purchaser for any shipping expenses and shall, at its option, return the purchase price of the Product or replace the defective Product.

Replacement Products may vary slightly in color or gloss in comparison to the original Product. Gossen shall not be liable as a result of such variance. Gossen reserves the right to discontinue or change the Product design or color without notice. If the original type or color of Product covered by this Limited Warranty is not available, Gossen will substitute a Product that, in Gossen’s sole discretion, is of equal value and quality.

LIMITATIONS – CONDITIONS NOT COVERED BY THIS WARRANTY. This Lifetime Warranty applies and is effective only if the Product is subject to normal use and exposure, and so long as the Product is handled, installed, maintained, or otherwise used in accordance with Gossen’s specifications and standard building practices. This Lifetime Warranty does not cover, and shall automatically become null and void, for the following reasons: (i) abuse; (ii) misuse; (iii) accident; (iv) improper storage, installation, application, or maintenance; (v) casualty or act of God; or (vi) failure to use the Product in accordance with Gossen’s specifications and standard building practices.

THIS WARRANTY IS EXCLUSIVE, AND EXCEPT AS EXPRESSLY SET OUT IN THIS WARRANTY, GOSSEN MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. GOSSEN NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO ASSUME (INCLUDING ANY DISTRIBUTOR, BUILDER OR INSTALLER), ANY OTHER OBLIGATION OR LIABILITY OR TO MAKE ANY ADDITIONAL WARRANTY IN CONNECTION WITH THE SALE, INSTALLATION OR USE OF THE PRODUCT. GOSSEN SHALL UNDER NO CIRCUMSTANCES, WHETHER FOR A FAILURE OF ITS LIMITED REMEDY OR OTHERWISE, BE LIABLE TO YOU OR OTHERWISE FOR SPECIAL, INCIDENTAL, DIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES. THE EXCLUSIVE REMEDY UNDER THIS WARRANTY IS LIMITED TO THE EXPRESS REMEDY SET FORTH ABOVE. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN OFFICER OF GOSSEN.

Some states do not allow the exclusion of or limitation of special, incidental or consequential damages, so the above limitation may not apply. This Warranty gives the original purchaser specific legal rights, and the original purchaser may also have other rights, which vary from state to state.

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