

130 W. Main Street, Suite 25H Fort Wayne, IN 46802 Phone: +1 888 609 5166

Email :<u>warranties@NingboGlobalS.com</u>
Website :<u>www.ningboglobalsourcing.com</u>

NINGBO GLOBAL SOURCING, LLC 20 YEAR VINYL LIMITED WARRANTY

Ningbo Global Sourcing, LLC. hereafter ("NGS") warrants to the original purchaser ("Purchaser") that, for a period of 20 years from the date of purchase, under normal use and conditions, NGS vinyl products shall be free from defects in material and workmanship, and shall not crack, split, splinter, rot, blister, pit or incur damage from termites or fungal decay.

If a defect occurs within the warranty period, Purchaser shall promptly notify NGS in writing via <u>WARRANTIES@NINGBOGLOBALS.COM</u>. NGS has the right to request additional supporting documentation and, upon confirmation by an authorized NGS representative of such defect, NGS's sole responsibility shall be at its option, to either replace the defective item or refund the pro-rated portion of the purchase price paid by Purchaser for such defective item (not to include the cost of its initial installation or replacement installation).

This warranty shall not cover and NGS shall not be responsible for costs incurred with respect to the removal of defective NGS products or the installation of replacement materials, including but not limited to labor and freight. Should there be a product that needs to be replaced that does not exist in our product offering at that time, NGS will substitute with an equal quality product. Should the replacement product be sent, it is possible that the color may slightly differ due to normal weathering of the existing product.

NGS does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any condition resulting from:

- (1) improper installation as failure to follow NGS installation guidelines:
- (2) use of NGS products beyond normal use, or in an application not recommended by NGS'S guidelines and local building codes;
- (3) movement, distortion or settling of the ground on which NGS products are installed;
- (4) any act of God (such as severe wind (see article 8), earthquake, flooding, lightning etc.), environmental condition (such as atmospheric pollutants, mold, mildew, etc.), or staining from foreign substances (such as oil, grease, dirt, etc.);
- (5) normal weathering and variations or changes in color of NGS products. Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere, which will cause any colored surface to gradually fade, chalk, or accumulate dirt or stains as well as cleanliness of the air in the area, for which NGS has no control.
- (6) improper handling, storage, neglect or abuse of NGS products by Purchaser; or
- (7) heat or excessive temperature exposure, or any other causes or occurrences beyond NGS control and unrelated to the manufacturing process.
- (8) damage resulting from atmospheric wind speed or high gusts (sustained or peak) will not be covered. Consumer should determine if product is applicable given their regional circumstances.
- (9) damage and corrosion caused by salt air will not be covered. Consumer should determine if product is applicable given their regional circumstances. Metal or aluminum components used in NGS products (to include paint finish) shall only be covered under warranty for a period of one (1) year from purchase date.

No person or entity is authorized by NGS to make and NGS shall not be bound by any statement or representation as to the performance of NGS products other than as contained in this warranty. This warranty shall not be amended or altered except in writing and signed by NGS and the Purchaser.

UNDER NO CIRCUMSTANCES WILL NGS BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT OR OTHERWISE, AND NGS'S LIABILITY IN REGARD TO DEFECTIVE PRODUCTS SHALL IN NO WAY EXCEED THE REPLACEMENT VALUE OF SUCH PRODUCTS OR REFUND OF THE PRO-RATED PURCHASE PRICE. THIS WARRANTY REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF NGS.

All correspondence relative to this limited warranty should be addressed to the following, and include a description of the claimed defect and proof of purchase.

WARRANTIES@NINGBOGLOBALS.COM

Ningbo Global Sourcing, LLC QUALITY CONTROL DEPT. 130 W. Main Street, Suite 25H Fort Wayne, IN 46802