



Visscher Vision Sidewall Shingle

WARRANTY

The limited warranty below covers Visscher Shingle Panels that have been stored, installed, and maintained in accordance with the Vision Installation Guide. Failure to store, install and maintain the Shingle Panel in accordance with the installation guide will affect product performance and void the limited warranty.

All Visscher Vision Shingle Panels should be examined upon delivery. Should the purchaser find any product to be unsatisfactory, the product must not be installed. The Purchaser must contact Visscher Lumber Inc ("Visscher") immediately to obtain replacement product. Installation of the product constitutes acceptance of the product.

This limited warranty is subject to the definitions, terms, conditions, and exclusions stated herein, and the remedies stated herein are the exclusive remedies for any alleged breach thereof or any product complaint. This warranty constitutes the entire warranty provided by Visscher and supersedes all prior understandings regarding this subject matter. This warranty is not transferrable or assignable to any subsequent purchaser and is applicable only in the country or territory where the product is purchased.

LIMITED WARRANTY COVERAGE

Visscher offers a limited warranty to the purchaser of Vision Sidewall Shingles. Visscher warrants that the product will be free of defects in workmanship and or manufacturing for the period of 20 years from the date of purchase by the original purchaser.

LIMITED WARRANTY CONDITIONS

For the limited warranty to apply:

- (a) Purchaser must provide proof that he/she is the first purchaser of the product.
- (b) Product must have been stored, installed, and maintained in accordance with the installation guide and all applicable building codes adopted by the federal and provincial and state governments. Failure to install the product in strict accordance with the installation guide in all applicable building codes may affect product performance and will void the warranty.

PRIOR TO INSTALLATION

Product must be inspected before installation. If manufacturing defects are detected, you must contact your supplier to initiate product replacement. Visscher shall have no responsibility under this warranty if defective or unacceptable product is installed. Visscher shall not be responsible for work stoppages that may occur while replacement product is produced and shipped.

LIMITED WARRANTY EXCLUSIONS

This limited warranty does not cover or provide a remedy for damage or defects resulting from or in any way attributable to:

- (a) The improper storage shipping, handling, or installation of the product including but not limited to failure of the product to be installed in strict accordance with the terms and conditions set forth of this warranty and/or the improper construction design of structure for use with the product.
- (b) Normal weathering, wear and tear, deterioration, or deflection.
- (c) Shrinkage or expansion of product caused by drying or wetting, before and or after installation.
- (d) Neglect abuse or miss use of the product
- (e) Damage to the product caused by rodents or other living creatures.
- (f) Repair or alteration of the product.
- (g) Settlement or structural movement and or movement of the materials to which the product is attached.
- (h) Acts of God or accidental occurrences including but not limited to hurricane, windstorm, tornado, earthquake, hail, avalanche, landslide, changes in underground water table, fire explosion, water escape, flood, lightning, falling trees, aircraft, or vehicles
- (i) Surface deterioration due to air pollution, acid rain, vandalism, mold, mildew accumulation, scratching, or wind driven sand.
- (j) Staining or discoloration.
- (k) Any damages as a result of water from the mechanical source, or installation where product is in direct contact with moisture or repeatedly wetted.
- (l) Any damages caused by failure to take reasonable and timely steps to prevent and mitigate damages.
- (m) Any cause other than manufacturing defects

REMEDY FOR BREACH OF LIMITED WARRANTY

If during the warranty, any product is determined by Visscher Lumber in its sole discretion to exhibit defects in workmanship and/or manufacturing Visscher reserves the right to provide replacement product without charge. This warranty shall expire 20 years from the date of purchase and does not cover installation or other costs and is available only to the first purchaser. The

warranty shall not be extended with respect to any replacement product. The replacement product shall be warranted for the balance of the time remaining under the warranty period.
Any remedy provided under the warranty should constitute full settlement and release of any and all claims by the purchaser here under, for damages or any other relief and shall be a complete bar to any subsequent litigation or claim filed.

EXCLUSION OF OTHER REMEDIES AND LIMITATION OF LIABLITIES

To the extent not prohibited by applicable law, Visscher Lumber shall not be liable to the purchaser under any circumstance for personal injury, damage to property, lost profits, or any special, multiple, punitive, direct, indirect, incidental, or consequential losses or damages of any kind or nature whatsoever, or other costs, charges, penalties, or liquidated damages, due to defect or failure of its product, or regardless of whether arising from breach of contract warranty tort strict liability or other legal or equitable principles.