

## 50 - YEAR EXPRESS LIMITED PRODUCT WARRANTY

**1. LIMITED WARRANTY COVERAGE:** For a period of fifty (50) years, EverLog™ Systems, Inc. ("ELS") warrants to the purchaser only that when manufactured, EVERLOG™ SIDING (the "Product") (a) complies with all relevant ASTM standards, (b) is free from defects in material and manufacture, (c) is to remain non-combustible, (d) will resist damage caused by termite attacks, and (e) will not rot or delaminate, *provided* the Conditions of Warranty in paragraph 2 have been satisfied and no exclusion applies. If a warrantable event arises, the Conditions in such case, ELS in its sole discretion, shall replace the defective Product or reimburse the purchaser an amount equal to twice the retail cost of the defective portion of the Product during the first year. During the 2nd through the 50th year, the warranty payment shall be reduced by 2% each year such that after the 50th year no warranty shall be applicable. If the original retail cost cannot be established by the purchaser, the cost shall be determined by ELS in its sole and reasonable discretion. ELS's replacement of the defective Product or granting of a refund as calculated above SHALL BE THE SOLE EXCLUSIVE REMEDY available to the purchaser with respect to any defect. ELS will not refund or pay any costs in connection with labor or accessory materials.

**2. CONDITIONS OF WARRANTY:** ELS's liability hereunder shall be subject to the following terms and conditions:

A. The claimant must be the original purchaser.

B. The Product must have been stored according to ELS' instructions at all times between purchase and installation.

C. The Product must have been installed and maintained according to ELS printed installation instructions and all building codes adopted by federal, state or local governments applicable to the installation. Failure to install and finish the product per ELS' published instructions may affect the Product performance and voids the Warranty.

D. The purchaser must provide written notice to ELS within 30 days of discovery of warrantable event, or within 30 days of when the purchaser should reasonably have discovered the warrantable event, whichever is shorter, but in either case, before beginning any repair. The notice must describe the location and details of the defect and such information as is necessary and in sufficient detail to allow ELS to thoroughly investigate the claim. Photos of the product, showing the defect or failure are not only helpful, but also must accompany the notice, when appropriate. Notice shall be sent via certified mail, return receipt requested, to: "WARRANTY CLAIMS" [EverLog Systems, PO Box 16537, Missoula, Montana 59808].

E. Upon discovery of a possible defect or failure, the purchaser must immediately, and at their own expense, provide for protection of all property that could be affected until the defect or failure is remedied. Before any permanent repair to the Product, the purchaser must allow an ELS agent to enter the property and structure where the Product is installed to, among other things, examine, photograph and take samples of the Product.

F. FAILURE TO FOLLOW THESE PROCEDURAL REQUIREMENTS SHALL RESULT IN A WAIVER OF THE WARRANTY CLAIM.

**3. EXCLUSIONS:** This Warranty does not cover fading, nor any damage or defects resulting from or in any way attributable to: (a) the improper storage, shipping, handling or installation of the Product (including, without limitation, failure of the Product to be installed in strict compliance with the terms and conditions set forth in Section 2C of this warranty) and/or improper installation of studs or other accessories; (b) neglect; (c) abuse; (d) misuse; (e) repair or alteration; (f) settlement or structural movement and/or movement of materials to which the Product is attached; (g) damage from incorrect design of the structure; (h) exceeding the maximum designed wind loads; (i) acts of God including, but not limited to, hurricanes, tornados, floods, earthquakes, severe weather or other natural phenomena, (including, but not limited to, unusual climate conditions); (j) efflorescence; (k) growth of mold, mildew, fungi, bacteria, or any organism on any surface of the siding (whether on the exposed or unexposed surfaces) and in this respect, ANY CLAIMS OF DAMAGE CAUSED BY MOLD OR MILDEW ARE EXPRESSLY EXCLUDED; (l) lack of proper maintenance; (m) any cause other than manufacturing defects attributable to EverLog Systems.

**4. DISCLAIMER:** The statements in this Warranty constitute the only warranty extended by ELS for the Product. ELS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT WHERE PRODUCT PURCHASE IS SUBJECT TO CONSUMER PRODUCT WARRANTY LAW, OR BY USAGE OF TRADE OR COURSE OF DEALING, IN WHICH INSTANCES, THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES ARE LIMITED TO THE FIRST ELAPSE OF THE WARRANTY PERIOD PROVIDED ABOVE, OR SUCH SHORTER PERIOD AS APPLICABLE LAW PERMITS OR REQUIRES. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. NO OTHER WARRANTY WILL BE MADE BY OR ON BEHALF OF THE MANUFACTURER OR THE SELLER OR BY OPERATION OF LAW OR BY USAGE OF TRADE OR COURSE OF DEALING WITH RESPECT TO THE PRODUCT OR ITS INSTALLATION, STORAGE, HANDLING, MAINTENANCE, USE, REPLACEMENT OR REPAIR. This Warranty gives you specific legal rights and you may also have other rights which vary from state to state.

**5. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES:** IN NO EVENT WILL ELS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NON-DELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

**6. MODIFICATIONS AND ALTERATIONS OF PRODUCT:** ELS shall have no responsibility hereunder for defective Product subjected to further processing or alteration after shipment.

**7. SETTLEMENT OF CLAIM:** Any refund or material replacement by ELS pursuant to Section 1 hereof shall constitute a full settlement and release of all claims of any covered person hereunder for damages or other relief, and shall be a complete bar to any litigation filed subsequently to the covered person's acceptance of such an agreement.

**8. MODIFICATION OR DISCONTINUATION OF PRODUCTS:** ELS reserves the right to modify or discontinue any of its products without notice and shall not be liable as a result of such modification or discontinuation.