



LIMITED WARRANTY - PRESTIGE PRODUCTS™ PRODUCT

1357042 Ontario Limited (hereinafter “Décor Innovations”) warrants to the original consumer purchaser (the “Original Consumer Purchaser”) and only to the extent set forth below, its successor and assign (together with the Original Consumer Purchaser, the “Consumer Purchaser”), subject to the terms and conditions herein, that each PRESTIGE PRODUCTS™ Product, as shipped, will be free from manufacturing defects that cause the Product to delaminate, decay, rot, corrode or swell excessively from moisture for a period of thirty (30) years from the date of the original consumer from an authorized PRESTIGE PRODUCTS™ dealer (the “Original Purchase Date”). Each Consumer Purchaser of PRESTIGE PRODUCTS™ shall have sole responsibility for making determinations as to the suitability, effectiveness, and safety of any particular use or application of the PRESTIGE PRODUCTS™. As building code regulations may vary from area to area, each Consumer Purchaser should consult local building and safety codes for specific requirements.

ADDITIONAL CONDITIONS AND EXCEPTIONS

In all events, Décor Innovation’s sole and exclusive liabilities under this warranty are limited solely and exclusively to replacement of defective PRESTIGE PRODUCTS™, or the issuance of a refund equal to the original cost of the PRESTIGE PRODUCTS™. Under no circumstances shall Décor Innovations be liable for labour, installation, reinstallation, freight, taxes or any other charge related to defective PRESTIGE PRODUCTS™. Décor Innovations shall not be liable under any circumstances for any indirect, incidental, punitive, consequential, exemplary or other damages of any kind whatsoever, whether any such claim is based upon theories of contract, warranty, negligence, tort strict liability or otherwise. This warranty does not provide protection against any failure of, defect in or damage to PRESTIGE PRODUCTS™ caused by situations beyond normal exposure conditions, including but not limited to the following: intentional or unintentional misuse, abuse, neglect, or improper handling or storage; impact of foreign objects; earthquake, lightning, ice, fire, tornado, windstorm, flood, among others or any other acts of God; improper installation of the PRESTIGE PRODUCTS™ or its structural supports, or installation not in strict adherence to Décor Innovation’s written instructions; cracking, distortion, movement, settlement, or warping of the PRESTIGE PRODUCTS™ structural supports or accessories used in connection therewith; insurrection, terrorism, acts of war, riot, vandalism, improper maintenance, use of incompatible accessories; or other products that cause a PRESTIGE PRODUCTS™ defect or failure to occur; pollution, acid rain, contact with harmful chemicals or vapors; or ordinary and expected weathering due to exposure to the elements; which for purposes of this Warranty is defined to be fading, chalking or darkening of the surface of the Product due to exposure to natural sunlight and extreme atmospheric conditions that are unique to and may vary depending on geographic location. Décor Innovations shall have sole discretion to determine, based on reasonable criteria, whether the PRESTIGE PRODUCTS™ is suffering from normal weathering. This Warranty does not cover painted finishes or coating applied to PRESTIGE PRODUCTS™ by the Consumer Purchaser or any third party. Failure to adhere to Décor Innovation’s recommended guidelines for application of painted surfaces shall void this Warranty. All claims under this Limited Warranty must be made within 90 days from the time that the defect is discovered and while the PRESTIGE PRODUCTS™ is in place. Consumer Purchaser shall provide Décor Innovations and its agents and employees with a reasonable opportunity to inspect and test the PRESTIGE PRODUCTS™, its installation, and the environment in which the Consumer Purchaser used it prior to removal so that Décor Innovations may determine what replacement, if any, may be needed. In the event that Décor Innovations determines that a replacement is appropriate, Décor Innovations shall have the option of retaining all material that is replaced. If Décor Innovations replaces any material under this warranty, it may substitute products designed by Décor Innovations to be of compatible quality or price range in the event that the product initially purchased has been discontinued or modified. Anything less than strict compliance with these notice and inspection provisions shall serve to void all warranties with regard to PRESTIGE PRODUCTS™. This Warranty may not be altered or amended except in a written statement signed Décor Innovations and Consumer Purchaser. Décor Innovations has not authorized any dealer or other person to make statements or representations regarding the performance of PRESTIGE PRODUCTS™ except as contained in this Warranty, and Décor Innovations shall not be bound by any such statements other than those contained herein.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER APPLICABLE WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

This Warranty is transferable to a successor by the Original Consumer Purchaser with the transfer of other conveyance of the PRESTIGE PRODUCTS™ and shall not be transferable or assignable by any subsequent consumer purchaser. In accordance with the foregoing, this Warranty shall expire upon the first to occur of: (i) the transfer or other conveyance of the PRESTIGE PRODUCTS™ by the Original Consumer Purchaser’s successor or assign; or (ii) thirty (30) years from the Original Purchase Date.

Some states and provinces do not permit limitations on the duration of implied warranties or exclusions or limitations of incidental or consequential damages, so certain limitations set forth in this Limited Warranty may not apply to you. This warranty gives you specific legal rights, and you may have other rights which may vary from state to state.

FILING A WARRANTY CLAIM

To file a claim under this Warranty, Consumer Purchaser must send proof of purchase, a photograph of the defective PRESTIGE PRODUCTS™ and a written description of the nature of the defect to the company’s corporate address in Oakville, ON. (See address below). Décor Innovations reserves the right to investigate any claim hereunder. Upon verification of the claim, Décor Innovations shall, at its sole discretion, either arrange for the delivery of replacement Product or issue a refund equal to the original cost of the Product only. In either instance, Consumer Purchaser shall allow Décor Innovations at least ninety (90) days for investigation and either replacement or refund.