

*Atlantic*  
Premium Shutters®  
**Three Year Limited Warranty**  
*ProSeries Collection*

**In General.** This express limited warranty (“Warranty”) covers performance of the shutters in the Atlantic® Premium Shutters ProSeries Collection product line (“Shutters”) manufactured by Boral Building Products Inc. (“Boral”) and the stainless steel and aluminum hardware (“Hardware”) which are sold by Boral or an affiliate of Boral for use with the Shutters. Shutters and Hardware are collectively referred to as (“Products”). Boral does not warrant installation labor provided by others except as expressly provided herein.

**Who is Covered.** This Warranty extends only to the original residential or commercial owner(s) of the residence or building (“Structure”) on the date of purchase of the Products (“Owner”) and shall extend for the terms stated below so long as such Owner owns the structure. Coverage under this Warranty shall cease upon the transfer of ownership of the Structure or upon the death of the last original Owner.

**Terms of Warranty.** Boral warrants that the Shutters are free from manufacturing defects which result in cracking, splitting, and rotting under normal weather conditions for a period of three (3) years from the date of purchase as Warranty coverage is shown in the table below. Boral warrants that its stainless steel Hardware will be free from manufacturing defects for the lifetime of the Structure on which the Products are installed, and its aluminum Hardware for ten (10) years from the date of purchase.

**Warranty Exclusions:**

This Warranty does not apply to any problems with non-defective Products caused by conditions or handling beyond Boral’s control. This Warranty does not cover claims, damage to or failure of the Products resulting from the following: 1) acts of God or fire; 2) accidental or intentional acts of the Owner, the installer or others; 3) installation not in accordance with Boral’s express instructions (which shall be solely determined by Boral); 4) repairs or modifications by persons not authorized by Boral, or from the use of parts and accessories (i.e. hardware or mounting devices) not authorized by Boral; 5) unreasonable use, including but not limited to the installation of Shutters other than over window openings or standard entry doors on a Structure, or damage caused by cleaning solvents or power washing; 6) water seepage through closed shutter systems including, but not limited to, storm seepage; 7) fading due to weathering of painted surfaces, as such fading is normal and expected.

1. The Warranty does not apply to custom orders for Shutters that when built, will exceed in size the largest of Boral’s standard sized Shutters.
2. ProSeries Shutters are sold with only a primed finish and must be painted before installation. The Warranty does not cover any finish coat which is applied to its Shutters by any party, and the Owner expressly accepts all responsibility for the application of and subsequent performance of the finish coat applied.
3. The finish on Hardware is not warranted against deterioration, including but not limited to, scratches, fading, and corrosion, particularly resulting from airborne sea salt in coastal environs.

**Remedies.** If the Products do not meet the Warranty, Boral shall at its option and subject to the Warranty Coverage Schedule shown below (if applicable), repair or replace the Products or refund the purchase price of the Products (less taxes). Boral will not be liable for labor costs to remove Products from the Structure or to install replacement Products, for travel expenses or freight charges. Any Products repaired or replaced by Boral will continue to be covered under the terms of this Warranty for the remainder of the applicable warranty period.

**Claims Procedure.** Claims under this Warranty will be honored only if the following conditions are met: (1) proof of purchase date and purchase price are provided; (2) Boral is notified within thirty (30) days after the facts on which the claim is based become known; and (3) Boral has an opportunity to investigate and approve the claim. Claims may be submitted online at [www.boralbuildingproducts.com](http://www.boralbuildingproducts.com) or by calling 800-521-8486.

**Replacement and Product Variations.** Boral reserves the right to remove and examine sufficient undamaged Products as well as alleged damaged Products before providing any replacement Product or reimbursement. Boral will attempt to replace defective Product with new Product having the same color and design; however, the exact color or design may no longer be available, and Boral

reserves the right to replace the defective Product with Product of similar design and color. This Warranty shall be void if anyone makes repairs or modifications to Products that are not first approved in writing by Boral, except for necessary emergency repairs.

**Warranty Limitations. THE FOREGOING IS THE ENTIRE EXPRESS LIMITED PRODUCT WARRANTY OF BORAL FOR THE PRODUCT(S). BORAL HEREBY DISCLAIMS ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES WHERE ALLOWABLE BY LAW FOR THE PRODUCT(S) INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BORAL SHALL IN NO EVENT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR LOST PROFITS OR FOR ANY DAMAGES TO ANY PROPERTY OR ITS CONTENTS OR ITS OCCUPANTS.**

No person, employee, agent or otherwise, is authorized to vary or change the terms of this Warranty either orally or in writing, and any statements contained in Boral’s advertising or other printed materials do not constitute a warranty and shall not be binding on Boral except as expressly set forth in this Warranty.

**Legal Rights.** This Warranty gives the Owners of the Products covered by this Warranty specific legal rights, and they may have other rights which may vary from state to state. If the laws of a particular state require terms other than or in addition to those contained in this Warranty, this Warranty shall be deemed modified so as to comply with the appropriate laws of such state, but only to the extent necessary to prevent the invalidity of this Warranty or any provision of this Warranty or to prevent the imposition of fines, penalties or any liability.

<b>Pro-Rated Warranty Coverage Schedule For Claims Relating To Shutters</b>	
<b>Years of Use Obtained After Date of Purchase</b>	<b>Percentage Of Purchase Price Less Taxes Paid by Original Owner That Boral Will Pay To Warranty Claimant</b>
0-1 year	100%
2 years	75%
3 years	50%
4 or more years	0%