



INTEX[®]
MILLWORK SOLUTIONS

LIFETIME LIMITED WARRANTY

Warranty will apply only to the original purchaser and will not be transferable.

Subject to the terms, conditions and limitations stated herein, INTEX Millwork Solutions, LLC (hereinafter INTEX) warrants to the original purchaser that, when subject to normal and proper use, each INTEX Millwork Solutions product, including custom PVC trim and millwork (hereafter "Product" or the Product) will be covered as follows:

YEAR 1 through 2: Covers replacement labor and materials, for failures relating to painted finish, component failure, workmanship.

YEAR 3 through 10: Covers material only for failures relating to painted finish, component failure, workmanship.

YEAR 11 through original purchasers lifetime: Covers materials only for failures relating to component failure.

Painted Finish: Is only warranted on PVC products sold as factory pre-finished. Factory pre-finished products will not chip, craze, or peel for a period of 10 years.

Workmanship: Workmanship of pre-assembled products is warranted for a period of 10 years.

Component Failure: PVC, Aluminum, Stainless Steel components, will not crack, rot, rust or lose their structural integrity for the lifetime of the original purchaser.

The raw material INTEX uses in its Products is subject to a limited warranty (generally 25 years) by the manufacturer of the raw material as is set forth in that manufacturer's limited warranty. See the manufacturer's limited warranty for its terms and applicability.

Wood Components: Wood railing caps are warranted for a period of one year provided that they are sealed and coated within 60 days of installation.

LIMITATIONS-CONDITIONS NOT COVERED BY THIS WARRANTY

Expansion and Contraction - Wear and Tear - Mold and Mildew INTEX'S obligations under this warranty apply to the original purchaser only and are limited, in INTEX'S sole and exclusive option and discretion, to replacement of defective product during the Lifetime Limited Warranty period or a refund of the original of the defective product, other than stated in year 1 & 2 above. This warranty does not cover, and INTEX is not liable for, damage or failure of the product as a result of one or more of the following: intentional or unintentional misuse or damage to the product; abuse, impact of foreign objects; accident, dirt, sand liquids, improper storage, acts of nature; improper installation of the product or its structural supports; failure to abide by all INTEX guidelines; movement, settlement, distortion, warping or cracking of the product's structural supports or accessories used in connection therewith; physical abuse, vandalism, riot insurrection, improper maintenance; wear, tear, damage incurred in transit, modifications, use of incompatible accessories or other products that a product defect or failure to occur; pollution, acid rain, mold or mildew, application of chemicals or vapors to the product; and 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 ultra-violet light and extremes of atmospheric conditions that are unique to or may vary in each geographical location. This warranty does not cover painted finishes, stains, or coatings applied to the product by the original purchaser or any third party. All claims under this Lifetime Limited Warranty must be made within 45 days from the time the defect is discovered and while the product is originally installed. INTEX shall be given a reasonable opportunity to inspect and test the product, its installation and the environment in which it was used prior to removal. Failure to comply with this notice and inspection provisions shall void all warranties with regard to product.

This Lifetime Limited Warranty may not be altered or amended except in a written instrument signed by INTEX and the original purchaser. No dealer or other person or entity is authorized by INTEX to make statements or representations regarding the performance of the product except as contained in the Lifetime Limited Warranty, and INTEX shall not be bound by any such statements other than those contained herein. This Lifetime Limited Warranty only applies to the original property and original purchaser and shall not be assignable or transferable by the purchaser. EXCEPT FOR THE LIFETIME LIMITED WARRANTY SET FORTH ABOVE, INTEX MAKES NO CLAIMS AND DISCLAIMERS, ALL OTHER REPRESENTATIONS, GUARANTIES, CONDITIONS, AND WARRANTIES CONCERNING THE PRODUCTS, WHETHER DIRECT OR INDIRECT EXPRESSOR IMPLIED, OR ARISING UNDER ANY STATUTE, ORDINANCE, COMMERCIAL USAGE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION AS TO THE SUITABILITY, DURABILITY DESIGN, OPERATION, OR CONDITION OF THE PRODUCTS (OR ANY PART THEREOF) OR THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR A PARTICULAR PURPOSE, OR RELATING TO THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR OTHER PROPRIETAR RIGHT USED OR INCLUDED THEREIN. IF ANY IMPLIED WARRANTIES APPLY AS A MATTER OF LAW, THEY ARE LIMITED IN DURATION TO THE LENGTH OF THIS LIFETIME LIMITED WARRANTY. SOME STATES MAY NOT RECOGNIZE A DISCLAIMER OR LIMITATION OF WARRANTIES AND/OR LIMITATION OF LIABILITY SO THE ABOVE DISCLAIMERS AND EXCLUSIONS MAY NOT APPLY. THE CUSTOMER MAY ALSO HAVE DIFFERENT AND/OR ADDITIONAL RIGHTS AND REMEDIES THAT VARY FROM STATE TO STATE.

The customer acknowledges and agrees that INTEX shall not be responsible for any damages that the customer may incur from delayed shipment, product failure, product design, selection, or production or from any other cause, whether liability is asserted in contract, tort (including negligence and strict product liability) or otherwise. In no event shall INTEX be liable for any indirect, incidental, consequential or special damages of any kind (including without limitation loss of profits or loss of use), whether or not INTEX shall be or should be aware of the possibility of such potential loss or damage.

WARRANTY CLAIMS

If a covered defect occurs within the Lifetime Limited Warranty Period, the original purchaser must notify INTEX in writing, which shall include the proof of purchase, invoice or receipt identifying the products, place of purchase, and identity of the original purchaser, a picture of the defective product and a written description detailing the nature of the defect and a copy of the claimants photo identification to:

**INTEX Millwork Solutions LLC
45 Mill Street Mays Landing, NJ 08330**

INTEX reserves the right to investigate any claim hereunder and reject non-conforming and ineligible claims without notice to the customer, Upon verification of a claim, INTEX shall, at its sole and exclusive option, either arrange for the delivery of replacement product or issue a refund equal to the original cost of the defective product only. INTEX will make every endeavor to review claims within 90 days of receipt of all required documentation.