

Mid-America Limited Lifetime Warranty¹

The Tapco Group™ (TTG), a Headwaters Company, warrants² its Mid-America Siding Components® line of products (the “Product Line”) including the following:

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|---------------------------------|-------------------------------------|-----------------------------------|
| - Shutters | - Utility Vents and Mounting Blocks | - RidgeMaster and Hipmaster Vents |
| - Headers for Windows and Doors | - Gable Vents | - Vinyl Railing (PVC) |
| - Door Surrounds | - Dentil Trim | |

as is expressly provided in this document. Subject to the limitations set forth in this document, TTG warrants that the individual products of the Product Line will be free from manufacturing defects resulting in warping, cracking, splitting, rotting, peeling, flaking, blistering and excessive fading (see below) when subject to normal use. This limited lifetime warranty is provided only to an owner occupied single family home on which the products are installed (a “residential application”) and shall extend for the life of the owner(s) at time of product purchase. All other product applications are deemed commercial in nature. This warranty may be transferred only as provided below. Coverage extended to a permitted transferee in residential applications and to claimants in commercial applications shall be prorated as per the Prorated Warranty Coverage Schedule below. In the absence of a permitted transfer (as defined below), coverage under this warranty shall terminate upon any transfer of ownership of the product or structure upon which the product is installed. While there is an extended term of coverage provided by this warranty, the owner should be aware that many things may affect the durability of the products including things that TTG cannot control such as the weather and whether proper installation techniques and materials are used. This warranty is intended to provide the owner with a level of comfort that TTG properly manufactured the products to perform as specified. However, this warranty is not intended to provide an absolute assurance that the products will last forever. The coverage provided by this warranty is subject to the following limitations:

1. The warranted product must have been installed in accordance with TTG’s installation instructions including, but not limited to, TTG’s installation procedures intended to accommodate the product’s expansion and contraction properties. Products not installed in this manner will not be warranted, and TTG shall not be liable under this warranty for any gapping issues that develop because of normal expansion and contraction of the product with changes in temperature which occur over time. TTG shall solely determine whether the product was installed according to its installation instructions.
2. TTG shall incur no liability under this warranty and this warranty will not cover any claim made unless and until the products have been paid for in full.
3. In the event of a covered claim under this warranty, TTG at its sole option will either (a) repair or replace the warranted product(s) subject to the proration table below, if applicable, or (b) if TTG is unable to repair or replace the product in a commercially reasonable fashion, TTG will refund to the owner a sum equal to the actual price paid for the product at the time of purchase, again, subject to the proration table below, if applicable. **Any other charges associated with replacement of the products, including but not limited to disposal of removed products, are the sole responsibility of the Owner.** Warranty coverage for replacement products shall not exceed the warranty coverage extended to the product that was replaced in either scope or duration. TTG notes that any repaired or replacement product may have a gloss or color difference due to normal weathering of the installed product and such difference is not considered defective.
4. TTG will not be liable under this warranty for fading, peeling, cracking or any other deterioration of finishes applied by any third parties.
5. TTG may require that the claimant allow an inspection of the products as installed to determine both the nature of any claimed manufacturing defect or covered damage, if any, and the amount of product affected.
6. This warranty does not provide coverage for any damage to or adverse change in the products caused in whole or in part by any of the following conditions: a) effects caused by the presence of insects, animals, algae, moss and mildew; b) exposure to chemicals, paints, air pollution (including but not limited to metallic oxides or metallic particles) and acid rain; c) damage caused by improper handling or storage; d) damage, warping or distortions in the shape of the product resulting from the movement or settling of the product’s structural supports; e) discoloration, variations or a lack of uniformity in color caused by staining due to shading or sap from trees, bushes, plants, ash from chimneys, and proximity of the products to copper, zinc or other metals; f) damage resulting from proximity to heat sources such as furnaces, air conditioners, or reflections from nearby windows; and g) damages resulting from any other cause not involving manufacturing defects in the material supplied by TTG.
7. This warranty will not cover claims for the following: a) damage to or failure of a warranted product resulting from acts of the Owner or the installer; and b) damage to or failure of the product resulting from unreasonable use or the failure to reasonably maintain the product after the date of purchase.
8. This warranty will not cover damages resulting from acts of God, fire, severe storms, including hail storms, hurricanes, cyclones and tornados, floods, earthquakes or other natural disasters, malicious injury, riots, insurrection, war or other reason of like nature not the fault of TTG.
9. In the case of a claim of excessive fading, the owner is advised that some degree of fading over time is expected. TTG shall solely determine whether the amount of fading in any particular case is excessive.
10. If the Owner elects individually or through others to incur costs of repair or replacement before TTG is able to complete an inspection and investigation after a claim is initiated under this warranty, TTG shall have no obligation to pay for such costs.
11. **THE PROVISIONS OF THIS WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY EXPRESS OR IMPLIED INCLUDING SPECIFICALLY, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
12. **THE OBLIGATIONS AND LIABILITIES OF TTG UNDER THIS WARRANTY OR UNDER ANY IMPLIED WARRANTY WHICH IS APPLICABLE DESPITE THE PRECEDING DISCLAIMER ARE IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES INCLUDING, WITHOUT LIMITATION, LIABILITY FOR INCIDENTAL, CONSEQUENTIAL AND/OR ANY OTHER**

¹ The limited lifetime coverage in this warranty applies only to a residential application as defined in this document. Commercial applications and coverage extended to permitted transferees is as specified.

² This warranty is effective February 1, 2017 and supersedes all previously published versions of this warranty. It shall remain effective until such time as TTG publishes a subsequent superseding version at which time it shall have no further effect.

DAMAGES INCLUDING ANY DAMAGES TO THE BUILDING ON WHICH THE PRODUCTS ARE INSTALLED, ITS CONTENTS OR ANY PERSONS THEREIN WHETHER BASED UPON ANY THEORY OF RECOVERY AT LAW OR IN EQUITY INCLUDING SPECIFICALLY ANY THEORY OF NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, OR STRICT LIABILITY.

- 13. Some states do not allow limitations on, or the exclusion of, incidental or consequential damages, so the above exclusions may not apply to you.
- 14. TTG does not authorize its field representatives, distributors or dealers to make any changes in or modifications to this warranty.

Transferability. If there is a change in ownership from the original owner at the time of product purchase to a new owner, this warranty may be transferred to the new owner provided that the transfer occurs during the first five years after the date of purchase of the warranted products. It may only be transferred by the individual owner who had the products installed to the individual to whom he sells his home. It may not thereafter be transferred again. To transfer rights under this warranty, the transferee must send to TTG reasonable evidence of: 1) proof of ownership of the property on which the products are installed at the time of product purchase; 2) transfer of ownership of the property from the owner at the time of product purchase to the proposed transferee; 3) proof of the date of purchase of the products; 4) \$100 which is TTG’s fee to process the transfer. These items must be received by TTG within 60 days of the transfer of ownership of the property to the transferee of the warranty. Failure to do so within 60 days will void the warranty. In the event of a transfer compliant with the requirements of this provision (a “permitted transfer”), the effective date of the warranty for proration purposes will remain the date of original purchase of the warranted products by the original property owner. A permitted transferee shall be subject to proration per the table below to account for usage received. The warranty protection provided against excessive fading is not transferable from the original property owner.

Customer Responsibilities

To be considered for warranty coverage, the owner shall provide the following to TTG’s reasonable satisfaction: a) evidence of ownership of the structure on which the product is installed on or before the date of purchase of the product and continuing to the date of the claim; and b) electronic images of the alleged defective product showing the manufacture date stamp and patent number on its reverse side. Mid-America’s vinyl railing product is not date stamped by the manufacturer. For claims on such products, the owner must provide a sales receipt establishing the date the product was purchased when the claim is submitted.

Claims must be initiated through the Mid-America website at www.midamericacomponets.com under the Homeowners tab. TTG may also require the Owner to submit a sample of the defective material to TTG for analysis. TTG will then investigate the claim and examine the allegedly defective material. If a defect covered by this warranty is confirmed, then within a reasonable amount of time, TTG will satisfy its obligations under this warranty.

Lifetime Warranty Coverage Schedule	
	Share Of Product Purchase Price Paid By Original Homeowner That TTG Will Pay Toward A Covered Claim
During term of Original Purchaser’s Ownership of the Property	100%

Prorated Warranty Coverage Schedule	
Number Of Years Since Date Of Purchase Of Warranted Product By Original Homeowner	Share Of Product Purchase Price Paid By Original Homeowner/Owner That TTG Will Pay Toward A Covered Claim
0-5 years	100%
6 years	90%
7 years	80%
8 years	70%
9 years	60%
10 years	50%
11 years	40%
12 years	30%
13 years	20%
14 or more years	10%