

## **PCA PRODUCTS, INC. LIFETIME LIMITED PRODUCT WARRANTY**

### **LIFETIME LIMITED PRODUCT WARRANTY**

Subject to the conditions, exclusions and limitations stated herein, PCA warrants that its PCA Doors and Zeus Doors, subject to the provisions, conditions, limitations and exclusions set forth herein, will be free from flaking, blistering or peeling of the finish due to defects in materials and workmanship. This warranty applies only to the first individual consumer who purchases the screen door for installation purposes ("Customer") and is limited in duration to the appropriate Warranty Period as defined herein.

### **HARDWARE LIMITED PRODUCT WARRANTY**

Subject to the conditions, exclusions and limitations stated herein, PCA warrants that its hardware, subject to the provisions, conditions, limitations and exclusions set forth herein, will be free from defects in materials and workmanship, will meet its specifications and will perform as represented by PCA. This warranty applies only to the first individual consumer who purchases the hardware for installation purposes ("Customer") and is limited in duration to the appropriate Warranty Period as defined herein.

### **INSPECTION UPON RECEIPT AND NOTICE**

Customer is responsible for inspecting the product immediately upon its receipt. PCA will have no warranty obligation with respect to any defect that was reasonable discoverable upon inspection prior to installation, once the product has been installed. For any claimed defect, Customer was follow the Warranty Claim Procedure set forth herein.

### **WARRANTY CLAIM PROCEDURE**

If, within the applicable Warranty Period, the Customer discovers a defect in a product covered by a limited warranty provided hereunder, the Customer must follow this procedure:

1. The Customer must document the defect with reasonably detailed digital photographs clearly showing the purported defect and a written warranty claim submitted to the dealer from whom the product was purchased (in the event that Customer is unable to contact the dealer from whom the product was purchased, or in the event of any issues regarding the submission of warranty claims with the dealer, Customer may contact PCA at the following email address: [pcawarranty@pcaproducts.com](mailto:pcawarranty@pcaproducts.com));
2. The written claim must contain, at a minimum: i) full identification of the product to which the claim pertains – product description/name, product model number, size, and finish; ii) full identification of purchase information – dealer, date of purchase, date of delivery to or receipt by customer, and purchase receipt; iii) a complete

- description of each purported defect (with supporting photographic documentation); and iv) the current address at which the product is located;
3. The written claim and photographs must be submitted prior to expiration of any applicable Warranty Period and within thirty (30) days of receipt of the product by Customer for any defect reasonably discoverable upon inspection or thirty (30) days from discovery in the event of identification of any other defect; and
  4. At PCA's option, Customer must allow inspection by PCA or PCA's designated representative.

Failure to provide notice of a claimed defect in compliance with all of the provisions hereof shall constitute an absolute waiver and complete defense and release of all warranty rights and all claims of Customer that may arise, result or relate to any claim that any product of PCA is defective or otherwise fails to perform as intended. As a condition precedent to any warranty rights or other claims of liability by Customer hereunder, Customer shall maintain the claimed defective product in an unmodified condition for inspection or testing by PCA or its designated representative until any claim by Customer is fully and finally evaluated.

## **WARRANTY PERIODS**

### **Residential Applications Warranty Periods:**

For Customer-occupied, non-coastal, non-commercial, residential applications or installations, the applicable warranty periods (each a "Warranty Period") shall begin on the date of purchase by the Customer and shall be as follows:

- PCA-branded screen doors ("PCA Doors"), for so long as the Customer owns and lives in the home in which the product was originally installed.
- Hardware on PCA-branded screen doors ("PCA Doors"), the shorter of 3-years or for so long as the original purchaser owns and lives in the home in which the product was originally installed. To the extent that Customer registers its purchase within thirty (30) days of receipt of the product, the Hardware warranty shall be the shorter of 5-years or for so long as the original purchaser owns and lives in the home in which the product was originally installed.
- Zeus-branded screen doors ("Zeus Doors"), the shorter of 3-years or for so long as the Customer owns and lives in the home in which the product was originally installed.
- Hardware on Zeus-branded screen doors ("Zeus Doors"), the shorter of 6-months or for so long as the original Customer owns the structure in which the product was originally installed. To the extent that Customer registers its purchase within thirty (30) days of receipt of the product, the Hardware warranty shall be the shorter of 1-year or for so long as the original purchaser owns and lives in the home in which the product was originally installed.

### **Non-Residential/Commercial Applications Warranty Periods:**

Where the structure in which the product is installed is not a single-family residence occupied by the Customer, is owned by any entity other than an individual Customer, or is otherwise used in any manner for commercial, industrial or rental purposes, the Warranty Period shall begin on the date of purchase by the Customer and shall be as follows:

- PCA-branded screen doors ("PCA Doors"), the shorter of 3 years or for so long as the original Customer owns the structure in which the product was originally installed.
- Zeus-branded screen doors ("Zeus Doors"), the shorter of 1-year or for so long as the original Customer owns the structure in which the product was originally installed.
- Hardware, the shorter of 6-months or for so long as the original Customer owns the structure in which the product was originally installed. To the extent that Customer registers its purchase within thirty (30) days of receipt of the product, the Hardware warranty shall be the shorter of 1-year or for so long as the original purchaser owns and lives in the home in which the product was originally installed.

### **Coastal Applications Warranty Periods:**

For products that are installed in a structure within three (3) miles of any shoreline or coastline (a "Coastal Region"), the Warranty Period begin on the date of purchase by the Customer and shall be as follows:

- PCA-branded screen doors ("PCA Doors"), the shorter of 3 years or for so long as the original Customer owns the structure in which the product was originally installed.
- Zeus-branded screen doors ("Zeus Doors"), the shorter of 1-year or for so long as the original Customer owns the structure in which the product was originally installed.
- Hardware, the shorter of 6-months or for so long as the original Customer owns the structure in which the product was originally installed. To the extent that Customer registers its purchase within thirty (30) days of receipt of the product, the Hardware warranty shall be the shorter of 1-year or for so long as the original purchaser owns and lives in the home in which the product was originally installed.

### **WARRANTY EXCLUSIVE REMEDIES**

After the submission of a valid claim to the dealer from which the PCA product was originally purchased and such claim is verified by PCA to comply with all requirements hereof, PCA will, at its option: i) replace the product with one of like design and quality, ii) repair the product, iii) refund the original purchase price of the product, or iv) where appropriate, provide live technical instruction to the Customer/dealer to remedy or repair the defect. The foregoing shall be the sole and exclusive remedies available under this warranty and PCA shall not be responsible for any costs, fees or expenses associated with any warranty claim, including but not limited to, shipping costs, de-installation or installation costs, which shall be the

responsibility of the Customer. The remaining term of the original warranty shall apply to any repaired or replaced product provided hereunder.

### **LIMITATION OF LIABILITY**

THE REMEDIES SET FORTH IN WRITING HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR THE PRODUCTS. PCA SHALL IN NO EVENT BE LIABLE TO THE CUSTOMER, OR ANY OTHER PERSON OR ENTITY, FOR ANY GENERAL, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER DUE TO ANY PRODUCT DEFECT, BREACH OF ANY PROVISION OF THIS LIMITED PRODUCT WARRANTY, DELAY, RECALL, OR ANY OTHER REASON. UNDER NO CIRCUMSTANCES WILL PCA'S LIABILITY HEREUNDER EXCEED THE PURCHASE PRICE OF THE PRODUCT. THERE ARE NO THIRD-PARTY BENEFICIARIES UNDER THIS LIMITED PRODUCT WARRANTY. THE PROVISIONS OF THIS WARRANTY PROVIDE SPECIFIC LEGAL RIGHTS, OBLIGATIONS AND WAIVERS, SOME OF WHICH MAY NOT APPLY UNDER CERTAIN STATE OR FEDERAL LAWS OR REGULATIONS WHICH MAY PROVIDE CUSTOMER WITH ADDITIONAL RIGHTS OR PROTECTIONS; THE CUSTOMER IS CAUTIONED TO DETERMINE ANY OTHER SUCH RIGHTS OR PROTECTIONS EXIST.

### **WARRANTY DISCLAIMER**

THE EXPRESS WRITTEN LIMITED PRODUCT WARRANTY AND REMEDIES SET FORTH HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTY AND REMEDIES FOR THE PRODUCTS AND ARE GIVEN IN LEIU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, PCA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, FOR ANY PCA PRODUCT (OR REPLACEMENT). TO THE EXTENT THAT APPLICABLE LAW PREVENTS DISCLAIMER OF ANY IMPLIED WARRANTY, SUCH WARRANTY SHALL BE LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD FOR THE PRODUCT SET FORTH HEREIN. No PCA personnel, dealer personnel, contractor, installer, or any other party has the authority to modify, expand or waive any requirement of this Limited Product Warranty.

### **CUSTOMER ACKNOWLEDGEMENT**

PAYMENT FOR THE PRODUCT OR REGISTRATION OF THE PRODUCT WARRANTY CONSTITUTES ACKNOWLEDGEMENT OF THIS WRITTEN LIMITED PRODUCT WARRANTY, INCLUDING ALL WAIVERS AND DISCLAIMERS, AND THAT CUSTOMER HAS READ, CONSENTED TO AND AGREED TO BE BOUND BY, ALL OF THE PROVISIONS OF THIS LIMITED PRODUCT WARRANTY.

### **WARRANTY EXCLUSIONS**

This warranty is not transferable or assignable and only extends to the original purchaser of the product for the structure on which the product was originally installed. This warranty excludes all coverage in the event of, or for defects or damages resulting from: i) damage to screen

mesh following original delivery to the dealer; ii) improper handling, storage, delivery or installation; iii) failure to follow all installation, operation and maintenance instructions or guidelines, including but not limited to, pressure washing or exposure to harsh chemicals or cleaning products; iv) any modification to the product; v) abuse or improper use of the product; vi) the product is painted or otherwise has a finished applied subsequent to its delivery by PCA to dealer; vii) normal wear and tear, accident, acts of God, intentional human acts, or any circumstance beyond the control of PCA.

#### **DISPUTE RESOLUTION.**

In the event a dispute arises out of or in connection with this limited product warranty, the parties will attempt to resolve the dispute through mutual, good-faith consultation. If the dispute is not resolved by mutual consultation, then any or all outstanding issues shall be submitted to mediation in accordance with the mediation provisions of the American Arbitration Association. If mediation is not successful in resolving the entire dispute, all remaining issues will be submitted to final and binding arbitration in Knoxville, Tennessee, in accordance with the Federal Arbitration Act and to be conducted in accordance with the rules of the American Arbitration Society. The arbitrator's award will be final, shall include an award of reasonable costs and attorney's fees to the prevailing party, and judgment may be entered upon it by any court having jurisdiction within the United States.

#### **FORCE MAJEURE.**

PCA shall not be liable for failure to perform, nor be deemed to be in default under this agreement for any delay or failure in performance resulting from causes beyond its reasonable control including but not limited to failure of performance by the other party, acts of state or governmental authorities, acts of terrorism, natural catastrophe, storm, flood, earthquake, riot, insurrection, civil disturbance, sabotage, embargo, blockade, acts of war, or power failure. In the event of such delay, the date of delivery will be extended by a period of time reasonably necessary to overcome the effect of such delay.

#### **GOVERNING LAW.**

This Limited Product Warranty and all issues pertaining thereto shall be interpreted and subject to the laws of the State of Tennessee, without regard to the choice of law provisions thereof. In the event of any litigation arising from or in any way relating to the subject matter hereof or any product of PCA, that is not otherwise subject to the binding alternative dispute resolutions hereof, the exclusive forum for any such action shall be the state and federal courts located in Knoxville, Knox County, Tennessee and the parties hereto agree and consent to submit to the personal jurisdiction and venue in such courts.