



Vision Profile Extrusions Limited TWENTY-YEAR LIMITED WARRANTY

Vision Profile Extrusions Limited (hereafter "Vision") is a customer focused, technology driven group of companies focused on the building products industry. Vision is committed to manufacturing the highest quality products and warrants these superior products for interior and exterior applications.

In this warranty, the following terms shall have the following meaning:

1. "Customer" shall mean the purchaser of Finished Products from Fabricator;
2. "Dark in Colour" shall mean, with respect to Extrusions, Extrusions that are dark in colour as defined in ASTM D 4726 with an L-value of 60 or lower, or as defined pursuant to such other reference standard consistent with then applicable industry standards as agreed to by Fabricator and Vision;
3. "Extrusions" shall mean the rigid vinyl lineal extrusions manufactured and sold by Vision to Fabricator;
4. "Fabricator" shall mean the original purchaser of the Extrusions, purchased for the purpose of fabricating Finished Products therewith;
5. "Finished Products" shall mean products which incorporate the Extrusions and are fabricated by Fabricator in accordance with Vision's recommendations, if any, and industry standards.
6. "Vision" means Vision Profile Extrusions Limited and its successors and assigns.

Vision warrants to Fabricator that for a period of twenty (20) years from the date of purchase of the Extrusions, subject to the terms and conditions herein contained, the Extrusions, as fabricated into Finished Products, will be free from manufacturing defects which result in rotting, cracking, warping, corroding, peeling, blistering or suffering non-uniform fading discoloration. Extrusions which are dark in color will be free of manufacturing defects specified above for a period of five (5) years from date of purchase.

Vision produces certain extrusions with **UltraCap™ 100% Acrylic Capstock coatings**. Products extruded with **UltraCap™ Coatings** will be free of manufacturing defects specified above for a period of ten (10) years from date of purchase.

This warranty covers only manufacturing defects in material and workmanship of Vision and, without limitation, does not include any failure, defects or damages attributable to, or arising from or connected with, the fabrication of the Extrusions into Finished Products, improper maintenance (including inadequate air circulation around Extrusions or Finished Products), improper venting of Extrusions or lack thereof to allow for atmospheric pressure equalization, harmful fumes, chemicals, primers, cleaners, paints, pesticides, solvents, stains, heat build-up, excessive temperature exposure, unusual heat sources including but not limited to barbeque grills, radiant heating devices, interior or external reflections from skylights, windows, window coverings, roofing materials, walls, pools, blacktops or concrete surfaces, or by the presence of thermal curtains, or storm windows or doors, color change arising due to normal weathering, oxidation, extremes of weather and environmental atmospheric conditions, accident, abuse, misuse, neglect, faulty or improper installation of Finished Products, atmospheric or airborne pollutants, staining or mildew, fire, flood, earthquakes, hurricanes, tornadoes, cyclones, gales, lightning, hail and Acts of God, accidental or intentional damage, vandalism and all other circumstances and causes beyond Vision's control.

This warranty does not apply if the Extrusions are laminated, painted, or coated with any substance (other than with Vision approved laminates or coatings applied in accordance with Vision approved written instructions). Refer to the Laminate, Paint or Coating supplier for additional warranty coverage. This warranty does not apply if the Extrusions are used in windows or doors which are installed other than on a vertical plane.

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Extrusions which experience color change due to normal weathering are excluded from this warranty (including non-uniform fading and discoloration and color changes resulting from unequal exposure of surfaces to the sun and elements). "Normal Weathering" is defined as exposure to ultraviolet (sun) light, and extremes of temperature and atmosphere which will cause any colored or painted surface to fade, discolor, darken, chalk, or acquire a surface accumulation of dirt or stains. The severity of these conditions depends on air quality, the geographic location of Finished Products, and other local conditions over which Vision has no control.

This warranty shall be for the exclusive benefit of Fabricator and may not be transferred and is void if (i) Fabricator does not warrant Finished Products to Customer for a period of time equal to or exceeding the warranty period under this warranty from the date of Customer's purchase of the Finished Products, and (ii) Fabricator's warranty is not in substance equivalent to and consistent with this warranty. The warranty granted by Fabricator to Customer shall be the sole responsibility of Fabricator.

Any claim under this warranty must be submitted in writing by Fabricator to Vision within 30 days after discovery of the defect claimed, describing with reasonable specificity such defect (and the failure by Fabricator to submit such a claim within this time period shall bar and prevent Fabricator from proceeding with such claim). Vision shall be entitled to require delivery by Fabricator of whatever proof it requests to evaluate the validity of the claim. By acceptance of the Extrusions, Fabricator agrees that any claim under this warranty will be subject to Vision's determination of validity and if Vision determines the claim is valid, any such claim is expressly limited, at the option of Vision, to either (i) return the original purchase price paid for the defective Extrusions or (ii) provide replacements to Fabricator for the defective Extrusions, which, in either event, are shipped to Vision, transportation prepaid. Vision shall in no way be liable or responsible for any labor charges or any other costs, fees, charges or expenses of any kind or nature howsoever incurred in connection with repair, removal or installation of either original or replacement Extrusions. The original warranty period shall not be extended by any replacement, but the remaining warranty time period shall continue in effect and be applicable under the terms and conditions of this warranty to the replaced Extrusions.

Vision reserves the right to discontinue or change Extrusions. If Extrusions have been discontinued or are not available, Vision reserves the right to substitute extrusions of equal quality as may be compatible, provided in the event no compatible product is at that time manufactured by Vision, it shall not be required to create new dies for the purposes hereof.

This warranty is given in lieu of all other warranties, liabilities or obligations of Vision, expressed or implied, including warranties of merchantability and fitness for a particular purpose, and sets forth the only warranty for the Extrusions. In no event shall Vision be liable for incidental, special or consequential damages of any kind with respect to the Extrusions or Finished Products and regardless of whether arising from breach of warranty, breach of contract, negligence or other tort or otherwise. Any express or implied warranty not provided herein, and any remedy for breach of contract, tort, or otherwise which, but for this provision, might arise by implication or operation of law, is hereby excluded and disclaimed. Your exclusive remedy shall be enforcement of this warranty upon the terms and conditions herein contained. No representative of Vision or its distributors or dealers is authorized to make any change or modification to this warranty or express any other warranties with respect to the extrusions.

Vision disclaims any and all warranties for defects that are obvious upon inspection by Fabricator either if the Fabricator fails to make such inspection prior to use or if Fabricator makes such inspection and fails to inform Vision of such defect within ninety (90) days of its receipt of Extrusions.

Some jurisdictions do not allow exclusion or limitation of consequential or incidental or special damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, all of which vary from jurisdiction to jurisdiction.