

LIMITED LIFETIME WARRANTY

ShutterSMART, a division of U.S. Polymers Inc. (USP), warrants to the original buyer, only, of USP Shutter Products that if installed, used and maintained according to USP's written instructions, the product will be free from manufacturing defects for the reasonable lifetime (fifteen years) of the Product, effective from the date of purchase by the original buyer, from an authorized USP dealer or retailer. No salesperson, dealer, retailer nor any representative of USP has the authority to modify this Warranty in any way, either verbally or in writing. No other warranties are made except as set forth herein, and said Warranty is limited by the following terms and conditions:

This Warranty shall remain in effect only if the Product has been installed, maintained, cleaned, treated and used correctly. This Warranty shall not apply if the Product has been damaged due to alteration, accident, misuse, misapplication, improper installation, abuse, normal wear and tear, exposure to the elements, improper maintenance or handling, fire, flood, or other Acts of God.

LIMITED WARRANTY LIMITATIONS

- 1 Product use: This Limited Warranty applies only in respect to Products that are used strictly for the purpose in which they were designed, manufactured, sold and intended. THIS LIMITED WARRANTY WILL NOT COVER ANY PRODUCTS WHICH ARE NOT PURCHASED FROM AN AUTHORIZED USP DEALER OR RETAILER WHO ACQUIRED THE PRODUCTS DIRECTLY FROM USP.
- Warranty Limitations: USP's liability is Limited solely and exclusively to repair or replacement, at USP's option, of all or any part of the defective Product. USP reserves the right to ask for products to be shipped back for inspection and repairs. Under no circumstances shall USP be liable for consequential or incidental damages resulting from the defective Product. This includes, but is not limited to costs of removal and reinstallation, disassembly and/or reassembly, damage or injury to other property, labor costs for any purpose, or any other expense.
- LIMITATIONS ON LIABILITY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF, EXPRESSLY OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF merchantability or fitness for a particular purpose, whether or not arising from any trade usage or course of viewing, with respect to the products of manufacturer. In no event shall manufacturer be liable for loss of profits, indirect, special or consequential damages arising out of any product covered by this warranty, or incidental damages, including without limitation loss of use, loss of time or inconvenience, or other expenses. In no event shall manufacturer's liability herein exceed the cost of the product. Some states do not allow the exclusion of limitation of incidental damages, so the above limitations or exclusions may not apply to you.
- 4 <u>Replacement Parts or Repairs</u>: USP reserves the right to discontinue or change any of its Shutter Products as currently manufactured, at any time. If USP determines to make a replacement under the terms of this Limited Warranty and exact replacements are not available, USP reserves the right to substitute a part or parts of equal quality at its sole option.

EXCLUSIONS FROM LIMITED WARRANTY COVERAGE

The following are excluded from coverage under this Limited Warranty:

- 1. Exposure to air pollutants and normal atmosphere conditions may cause vinyl surfaces to gradually suffer accumulation of surface dirt and stains. These are normal occurrences and are not covered under USP's Limited Warranty.
- 2. Any defect, malfunction or failure to perform, which has occurred because of unreasonable use, improper application or failure to perform reasonable or necessary maintenance.
- 3. Any damage to the Shutters or components of the Shutters caused by settlement or structural defects of the building in which they are installed.
- 4. Any damage caused by wind, hail, lightning, rain, or other Acts of God, intentional acts, accidents, negligence, exposure to harmful chemicals or pollutants.
- 5. Any damage or defect caused by any person, licensed or not, who, after the Product's manufacture, handled, transported or installed the USP Shutter Product, regardless of that persons relationship to USP.
- 6. Any Shutter which has been repaired or modified or attempted to have been repaired or modified by any person other than a duly authorized representative of USP.
- 7. Any shutter that has been exposed to excessive sources of heat.
- 8. Any Shutter Product that is manufactured outside of USP's normal, standard factory specifications. This shall include, but not be limited to, custom manufactured Shutter Products for unusually shaped, or abnormally large applications.

In the event that any part or provision of this limited warranty shall conflict with any present or future law, statue, ordinance, regulation or ruling, the latter shall prevail; provided, however, that the part or provision of this agreement which is effected shall be curtailed and limited only to the extent necessary to bring it within the requirements of law, and all other parts and provisions of this limited warranty shall remain in full force and effect.



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For service under this Limited Warranty, please contact U. S. Polymers, Inc., 1057 S. Vail Ave., Montebello, CA 90640, telephone (323) 728-3023. Please have available the proof of purchase and the purchase date and location from an authorized USP dealer or retailer, in addition to a detailed description of the problem. All warranty requests must be submitted in writing. USP shall not be liable for shipping costs for Product inspection, service or repair, and is not liable for damages or loss occurring in shipping.

Maintenance and Care Instructions

ShutterSMART's Polyclad Hardwood shutter is a very low maintenance product. Like any home furniture, we recommend you use care when handling your shutters. An occasional dusting or cleaning should keep your shutters looking like new for years to come. When cleaning, use a moist towel that will remove all dust. Soap and water or other non abrasive household cleaners will work well. Do not use abrasive liquids or acetone based cleaning solutions.

For proper cleaning, open shutter panel and close the louvers upward. Clean both sides of the shutter using a moist cloth. Then tilt the louvers downward and clean the shutters in this position to ensure both sides are completely clean. An occasional cleaning of the surface will keep dirt accumulation and any staining off the product.

Congratulations on your purchase of our award winning Polyclad Hardwood shutters. We hope you enjoy your shutters for years to come.