

20 YEAR LIMITED WARRANTY

Tri-Shield Complete Air & Water Protection



Tri-State Forest Products (the "seller") warrants to the original purchaser (the "buyer") of seller's product Tri-Shield (hereafter called the "product"), that for a period of twenty (20) years from the sales invoice date (the "Warranty Term") the product will meet the lower of the (a) the company's published specifications for the product at the time of shipment, and (b) any applicable accepted industry standards for the product at the time of shipment. This limited warranty shall be VOID and not apply to any product if: 1.) Any part of the product is exposed to ultraviolet radiation after siding installation; 2) The product has been installed and left uncovered without code-compliant siding for more than 120 days; 3) The product is not installed in strict compliance with seller's application guidelines; 4) the defect was not caused by seller; or 5) the product has been altered, misused, or damaged by accident, unreasonable use, neglect or abuse.

As buyer's sole and exclusive remedy under this limited warranty, seller shall, at its sole election, either 1) supply replacement product for the portion of the product that has been proven to be defective within the warranty conditions, or 3) refund the purchase price for that portion of the product proven to be defective. Buyer shall pay all handling or transportation charges.

Buyer must give seller written notice of any defects within 30 days from the date that the defect was discovered. Such notice shall be sent to Tri-State Forest Products RE: Tri-Shield House Wrap Warranty 2105 Sheridan Ave. Springfield, OH 45505 Phone: (937) 323-6325 / Fax: (937) 323-6888 or email to tsfpi@tsfpi.com with subject line "Tri-Shield House wrap warranty" For more information, contact your local Tri-State sales representative. Failure to give seller timely notice of a defect or unauthorized repair of the product by B=buyer makes this limited warranty VOID.

In furtherance of and not in limitation of the foregoing, seller will have no liability under this limited warranty for:

- a) any damage to the interior or exterior of any building or any property contained therein
- b) any costs incurred for repair or disposal
- c) any costs related to the removal of any asbestos or other hazardous materials or waste present in the home to which the product is installed
- d) any damage caused from products into which the product is incorporated

In all cases, the replacement product is warranted only for the remainder of the defective product's warranty term.

The seller reserves the right to discontinue or modify any of its products, including the product, without notice to the buyer and shall not be liable to the buyer as a result of this modification or discontinuance.

Any refund or replacement by the seller shall constitute a full settlement and release of all claims of any covered person hereunder for damages or other relief.

The limited warranties set forth herein are seller's sole and exclusive warranties. In no event shall seller be liable for other damages, including, without limitation, special, incidental, punitive or consequential damages.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

No part of this limited warranty may be changed or cancelled except by a written document signed by seller and buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify this limited warranty. Buyer may not assign or permit any other transfer of this limited warranty without seller's consent.

If any of the terms contained herein are unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect.

This limited warranty shall be governed by the laws of the state of Ohio, without regard to its conflicts of laws, provisions, and exclusive jurisdiction for any dispute arising from this limited warranty shall be in the state or federal courts of Clark County, Ohio.