



## Jain America Holding Inc.

1819 Walcutt Road, Suite I Columbus, Ohio 43228

Tel: 614-850-9400 Fax: 614-850-8600, Toll Free Tel: 888-473-7539 Fax: 888-289-1403

**LIMITED WARRANTY – MATERIAL/FINISH** The warranty obligations and limitations set forth below relate to Jain America Holdings, Inc. ("Jain") Ex-Cel FF Classic and Ex-Cel IF Sheets from 10-25 mm (the "Products"), sold in the United States of America and Canada.

Subject to the exceptions, conditions and exclusions set forth below, Jain warrants that during the Warranty Period (the "Warranty") the Products shall be free from manufacturing defects that cause the Product to delaminate, corrode, rot, or excessively swell during the Warranty Period. The Warranty shall only apply to those Products located within the United States of America.

**WARRANTY PERIOD** "Warranty Period" shall mean a period of twenty-five (25) years from the date of the original purchase of the Product by a Covered Person. A "Covered Person" shall mean the purchaser of the Product prior to installation or use. No subsequent owner or transferee after such first (1st) Covered Person shall qualify as a "Covered Person" for purposes of this Warranty, nor shall any distributor, installer, contractor or dealer.

**EXCLUSIVE LIMITED REMEDY** If, during the Warranty Period and upon compliance with the Claims Procedure, any Product proves to breach the Warranty, Jain shall in its sole determination either replace that portion of the Product that does not comply with the Warranty or return the purchase price for such portion of the Product. If the claim is submitted after 2 years from the date of purchase, Jain will reimburse the Covered Person for the original retail cost of the Product; provided that, the payment shall be reduced by 4% each year such that after the 25th year the Covered Person shall not be entitled to any warranty payment. Jain shall not be liable for freight, shipping, taxes or related charges in connection with the foregoing remedies.

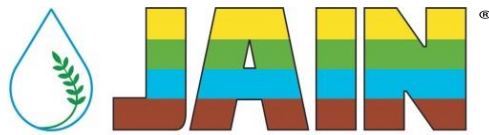
**THE FOREGOING REMEDIES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE COVERED PERSON WITH RESPECT TO ANY DEFECTIVE OR NONCONFORMING PRODUCT.**

**CONDITIONS OF WARRANTY** Jain's liability hereunder to the Covered Person and the effectiveness of the Warranty shall be subject to the following terms and conditions: 1. The Product must be stored and shipped according to the manufacturer's instructions at all times between purchase and installation. 2. The Product must be installed according to Jain's printed installation instructions. Failure to install the Product per the manufacturer's published instructions may affect the Product performance and voids the Warranty. 3. Jain shall have no responsibility hereunder for defective Product subjected to further processing or alteration after shipment. 4. The Warranty does not cover or extend to damages or defects resulting from or in any way attributable to: (a) the improper storage, shipping, handling or installation of the Product; (b) intentional or accidental misuse, neglect, or abuse; (c) repair or alteration; (d) settlement or structural movement and/or movement of materials to which the Product is attached; (e) high winds; (f) acts of God including, but not limited to, hurricanes, tornados, floods, earthquakes, severe weather or other natural phenomena, (including, but not limited to, unusual climate conditions); (g) efflorescence or performance of any paints and/ or coatings which are not EX-Cel and/or EX-Cel affiliated applied; (h) growth of mold, mildew, fungi, bacteria, or any organism on any surface of the product (whether on the exposed or unexposed surfaces) and in this respect, ANY CLAIMS OF DAMAGE CAUSED BY MOLD OR MILDEW ARE EXPRESSLY EXCLUDED; (i) refracted glass energy and related causes; (j) acid rain or other pollution, (k) warping, or (l) any cause other than manufacturing or material defects attributable to Jain.



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**CLAIMS PROCEDURE** In order to be eligible for the limited remedies outlined in this warranty, the Covered Person must comply with each of the following components of the Jain Warranty claims submission and processing procedure (the "Claims Procedure"):

☐ Any claim under the Warranties must be made in writing to Jain via the contact information provided on Jain's website ([www.Jainamericas.com](http://www.Jainamericas.com)) or otherwise to 1819 Walcutt Road, Suite 1, Columbus, Ohio 43228, attention: Warranty Department. ☐ Claims must be submitted in accordance with the following timing: ☐ No later than thirty (30) days after the expiration of the applicable Warranty Period. ☐ No later than thirty (30) days after discovery of any claimed defect covered by this Warranty. ☐ The notice must describe the location and details of the defect and such information as is necessary for Jain to investigate the claim. Photos of the Product, showing the defect failure must accompany the notice. ☐ The claimant must provide proof subject to the reasonably exercised sole discretion of Jain that he/she is a Covered Person. ☐ The claimant must execute, deliver and comply with any documentation reasonably requested by Jain, including a release of claims conditioned upon Jain's satisfaction of its obligations under this warranty. ☐ Jain shall not be responsible for any repair, reinstallation or remedial actions related to a claim under this Warranty, or any costs, expenses or liabilities associated therewith.

Jain's liability hereunder is expressly conditioned upon full compliance with the Claims Procedure.

**PAYMENT** Under the terms of this Warranty, the manner of payment is at Jain's sole discretion and may be issued in the form of a cash settlement, material credit and/or a combination of the foregoing. The prorated material cost will be determined by the price paid at the time of the original purchase.

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**DISCLAIMER AND DAMAGES EXCLUSION** The statements in this Warranty constitute the exclusive warranty extended by EX-Cel for the Product. JAIN DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL JAIN BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. SOME STATES DO NOT PERMIT DISCLAIMERS OF OR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES OR EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

**SETTLEMENT OF CLAIMS** Any refund or material replacement by Jain pursuant to the terms hereof shall constitute a full settlement and release of all claims of any Covered Person hereunder for damages or other relief.

**MODIFICATION OR DISCONTINUATION OF PRODUCTS** JAIN reserves the right to modify or discontinue any of its products without notice and shall not be liable as a result of such modification or discontinuation. If Jain provides



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any replacement Product in connection with this Warranty, it may provide the then current generation of equivalent product (as determined by Jain in its sole discretion) in lieu of that generation of product originally purchased by the Covered Person.

THIS WARRANTY MAY NOT BE ALTERED OR AMENDED EXCEPT IN A WRITTEN INSTRUMENT SIGNED BY JAIN AND THE COVERED PERSON. NO DEALER, DISTRIBUTOR OR ANY OTHER PERSON OR ENTITY IS AUTHORIZED BY JAIN TO MAKE STATEMENTS OR REPRESENTATIONS CONCERNING THE PERFORMANCE OF THE PRODUCT EXCEPT AS CONTAINED IN THIS WARRANTY AND JAIN EXPRESSLY DISCLAIMS AND SHALL NOT BE BOUND BY ANY SUCH STATEMENTS OTHER THAN THOSE CONTAINED HEREIN.

THIS WARRANTY IS EFFECTIVE FOR PURCHASES MADE ON OR AFTER January 1, 2018.



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