

### **LIMITED WARRANTY – MATERIAL/FINISH**

The warranty obligations and limitations set forth below relate to Jain Americas Inc. (“Jain”) Ex- Cel FF Lite, 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 (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 Covered Person or transferee after such first (1<sup>st</sup>) Covered Person shall qualify as a “Covered Person” for purposes of this Warranty, nor shall any distributor, installer, contractor or dealer. Replacement Product provided pursuant to this Warranty is warranted only for the balance of the warranty term on the originally purchased Product.

### **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 within 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 25<sup>th</sup> 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 Jain'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 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. This Warranty does not cover any paint, inks or other coatings applied by you or anyone else. Failure to follow Jain's recommendations regarding paints, inks and other coatings may void this Warranty.

5. 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, cleaning 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, industrial emissions, other pollution, or other harsh atmospheric or environmental conditions, (k) warping, (l) use of the Products to bear excessive loads; (m) ordinary and expected weathering due to exposure to the elements (which may include fading, darkening, chalking or yellowing); or (n) any cause other than manufacturing or material defects attributable to Jain.

### **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 Warranty 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 1000 Sheridan Street, Chicopee, Massachusetts 01022, 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 discoloration 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 removal, repair, reinstallation, or remedial actions related to a claim under this Warranty, or any costs, expenses or liabilities associated therewith. Jain shall not be responsible for any shipping costs or taxes.
- The claimant must allow Jain an opportunity to inspect any or all of the sheets involved and the installation site itself while the sheets are still in their original position and have not been removed or moved or altered in any way or, on Jain's request, return a sample of the sheets to Jain for testing. Jain reserves the right to investigate independently the cause of any failure.
- A Covered Person may make only one claim under this Warranty against the defect for any particular installation.

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.

#### **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. UNDER NO CIRCUMSTANCE SHALL JAIN BE LIABLE FOR ANY AMOUNT GREATER THAN THE ORIGINAL LIST PRICE FOR THE PRODUCT THAT DID NOT CONFORM TO THIS WARRANTY.

THE MANNER IN WHICH JAIN'S PRODUCTS ARE USED AND THE PURPOSE TO WHICH THEY ARE PUT, AND ANY TECHNICAL ASSISTANCE AND INFORMATION PROVIDED BY THIRD PARTIES, ARE BEYOND JAIN'S CONTROL. THEREOFRE, COVERED PERSON MUST INDEPENDENTLY DETERMINE TO COVERED PERSON'S SATIFICATION WHETHER THE PRODUCTS ARE SUITABLE FOR COVERED PERSON'S INTENDED USES. EXCEPT AS SET FORTH IN THIS WARRANTY, ALL INFORMATION AND TECHNICAL ASSISTANCE FROM JAIN GIVEN IS WITHOUT WARRANTY OR GUARANTEE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. EXCEPT FOR JAIN'S EXPRESS WRITTEN WARRANTIES, COVERED PERSON ASSUMES AND HEREBY EXPRESSLY RELEASES JAIN FROM ALL LIABILITY, IN TORT, CONTRACT OR OTHERWISE INCURRED IN CONNECTION WITH

THE USE OF JAIN'S PRODUCTS, TECHNICAL ASSISTANCE AND INFORMATION, ANY STATEMENT OR RECOMMENDATION NOT CONTAINED HEREIN IS UNAUTHORIZED AND SHALL NOT BIND JAIN.

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 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 NOVEMBER 1, 2024.**