

# TruExterior™ Trim

## LIMITED PRODUCT WARRANTY

**In General.** This express limited warranty ("Warranty") covers performance of trim products ("Trim Product") manufactured by Westlake Royal Building Products Inc. ("Westlake Royal"). This Warranty does not cover trim manufactured by others, accessory materials, or installation labor provided by others.

**Who is Covered.** This Warranty extends only to the original residential or commercial owner(s) of the residence or building ("Structure") on the date the Trim Product is installed (the "Owner"). Coverage under this Warranty shall cease upon the transfer of ownership of the Structure or upon the death of the last original Owner.

**Terms of Warranty.** Westlake Royal warrants that each Trim Product is free from manufacturing defects such that the Trim Product: 1) will not decay due to rot; 2) will not excessively swell from moisture; and 3) will resist termite damage in each case to the extent such properties are proven in the tests set forth in the Westlake Royal TruExterior Trim Product Data Sheet, as amended from time to time, which is located at the TruExterior.com website. The duration of this Warranty is twenty (20) years from the date the Trim Products were originally purchased from an approved Westlake Royal vendor.

**Warranty Exclusions.** This Warranty does not apply to any problems with non-defective Trim Product caused by conditions or handling beyond Westlake Royal's control. This Warranty does not cover claims, damage to or failure of the Trim Product resulting from the following: 1) damage to the Trim Product caused during installation; 2) Trim Product not installed in accordance with appropriate local building codes and acceptable trade practices in that specified area; 3) damage caused due to failure to follow painting guidelines provided by Westlake Royal; 4) intentional or unintentional misuse of or damage to the Trim Product; 5) damage to Trim Product or structure caused by impact of foreign objects, earthquakes, fire, flood, lightning, ice, tornado, hurricane, windstorm, or any other Acts of God; 6) movement, settlement, distortion, warping or cracking of the Trim Product's structural supports or accessories used in connection therewith; 7) physical abuse, vandalism, riot, insurrection, improper maintenance, use of incompatible accessories; 8) color fading, color changes or variations of the color hue or physical deterioration of the color for any reasons including, but not limited to pollution, mold, mildew, acid rain, weathering, oxidation, air pollutants, or application of harmful chemicals or vapors to the Trim Product.

**Remedies.** If Westlake Royal finds that any of the Trim Product does not meet the Warranty set forth herein, after inspecting and testing the Trim Product, Westlake Royal will furnish at its sole option new Trim Product, free of charge, to replace each defective area of Trim Product or refund the purchase price of the defective Trim Product. These remedies are the Owner's exclusive remedies for breach of warranty. This express Warranty excludes all costs of labor, installation, reinstallation, freight, taxes or any other charge related to defective Trim Product.

**Claims Procedure.** To make a Warranty claim, the Owner must: (1) notify Westlake Royal in writing within ninety (90) days after the facts on which the claim is based become known, (2) provide Westlake Royal an

opportunity to investigate and approve the claim, and (3) provide Westlake Royal an opportunity to inspect and test the Trim Product, its installation, and the environment in which it was used prior to removal by the Owner. Warranty claims must be made during the duration of the Warranty. Failure to comply with these notice and inspection provisions shall void this Warranty. Claims may be submitted online at [www.truexterior.com](http://www.truexterior.com) or by calling 800-521-8486.

**Replacement and Product Variations.** Westlake Royal reserves the right to remove and examine sufficient undamaged Trim Product as well as alleged damaged Trim Product before providing any replacement Trim Product or reimbursement. Westlake Royal will attempt to replace defective Trim Product with new Trim Product having the same color and design; however, the exact color or design may no longer be available, and Westlake Royal reserves the right to replace the defective Trim Product with Trim Product of similar design and color. This Warranty shall be void if anyone makes repairs or modifications to Trim Product that are not first approved in writing by Westlake Royal, except for necessary emergency repairs.

**Warranty Limitations.** THE FOREGOING IS THE ENTIRE EXPRESS LIMITED PRODUCT WARRANTY OF WESTLAKE ROYAL FOR THE SIDING PRODUCT. WESTLAKE ROYAL HEREBY DISCLAIMS ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES WHERE ALLOWABLE BY LAW FOR THE SIDING PRODUCT INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WESTLAKE ROYAL SHALL IN NO EVENT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES, FOR LOST PROFITS OR FOR ANY DAMAGES TO ANY PROPERTY OR ITS CONTENTS OR ITS OCCUPANTS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

This is the entire Warranty between Westlake Royal and the Owner with respect to the Trim Product. This Warranty supersedes all prior and contemporaneous agreements, representations, or understandings, whether oral or written, relating to Trim Products. No person, employee, agent or otherwise, is authorized to vary or change the terms of this Warranty, and any statements contained in Westlake Royal's advertising or other printed materials do not constitute a warranty and shall not be binding on Westlake Royal except as expressly set forth in this Warranty. Westlake Royal reserves the right, in its sole discretion, to modify or withdraw this Warranty, in which event this Warranty will not be applicable to any purchases of Trim Products that occur after the date of modification or withdrawal.

**Legal Rights.** This Warranty gives the Owners of the Trim Products covered by this Warranty specific legal rights, and they may have other rights which may vary from state to state. If the laws of a particular state require terms other than or in addition to those contained in this Warranty, this Warranty shall be deemed modified so as to comply with the appropriate laws of such state, but only to the extent necessary to prevent the invalidity of this Warranty or any provision of this Warranty or to prevent the imposition of fines, penalties or any liability.