

TANGENT Limited Product Warranty

### 1. (a) What this Limited Warranty Covers:

This Limited Warranty covers substantial defects directly caused by termite and fungal decay as set forth below.

### (b) How Long This Limited Warranty Lasts:

Subject to the terms and conditions of the Limited Product Warranty, Tangent (hereinafter "Manufacturer," "We" or "Us") warrants to the original consumer ("Consumer" or "You" of Tangent Lumber, ("Products")) that, in normal applications the Products will not rot, splinter, decay or suffer structural damage directly from termites or fungal decay under normal use for a period of (50) years from the date of purchase (the "Warranty Period").

### (c) What is Covered:

If the Products are found to be defective, We, in our sole discretion will promptly repair or replace the defective Products, or refund Your full purchase price for the Products only (excluding labor). Refunds if any will only apply to that portion of Products that are actually determined to be defective, regardless of the collective amount of Products or services purchased from Us or others.

### (d) What is Not Covered:

Labor, installation and/or re-installation, other associated costs, removal of Product, inspection, architect, contractor or engineer expenses, shipping, freight costs, fabrication and time for on-site examination by others of proposed defects are not included with this limited warranty and shall not be paid by Us. This limited warranty only applies to Products directly manufactured by Us, which are returned to Us with transportation charges prepaid by You. Under no circumstances will We be responsible for ancillary costs and expenses incurred such as labor, removal, installation, re-installation, storage, time, freight or any other charge incurred by You, related to defective product. You are solely responsible for determining the suitability of use or application of any Product and whether Product meets the requirements of applicable building codes for specific applications. We do not warrant or guarantee, and You or your contractors are solely and exclusively responsible for determining (i) suitability of using Products in any particular application and/or design, and (ii) structural integrity and safety of all structures of any kind whatsoever constructed in whole or in part using Products. You and your contractor must review Manufacturer's Product Specifications and consult with an architect, engineer and other design professionals to determine suitability and applicability to local and/or national building and safety code regulations regarding all applications of Products.

We will have no warranty obligation with respect to the Product if any of the following events occur: (a) the Product is subjected to abuse, misuse, negligence, improper or abnormal use, failure to maintain, fire, or any accident including without limitation, acts of God, or environmental pollutants; (b) installation, storage, handling, fabrication, engineering, service, maintenance or use of the Product which is not in accordance with the written installation requirements and/or is performed improperly, negligently, or by unqualified or unauthorized personnel or without competent supervision and as specified by Our literature, applicable laws regulations and industry standards; (c) movement and/or collapse of the ground or structure on which the assemblage(s) incorporating the Product is installed; (e) any variation of color, including but not limited to fading, discoloration and spotting; (f) issues arising from expansion and contraction, nor any signs of static electricity of the Product as both are inherent to the Product; (g) the Product is materially altered or modified (except if prior written approval of Manufacturer is obtained after the original installation); or (h) We have not received full payment for the invoice price of the order containing the warranted Product.

### (e) How to Get Service:

To make a warranty claim under this Limited Product warranty, We shall receive from You (i) proof of date of purchase and purchase price, (ii) a photograph of the Product depicting the defect, (iii) a written description of claimed defects with name and address and contact information of the installer, if available. You shall send the warranty claim by mail within 30 days of discovering the claimed defect(s) to Attn: Warranty Claims Dept, Tangent, 1001 Sullivan Rd, Aurora IL 60506. No alterations or repair shall be made prior to the warranty claim. You shall give Us (or our agents) reasonable access to the property and location where the Products are located for inspection purposes and shall retain such Products for inspection.

### (f) Exclusive Limited Warranty:

**WE UNDERTAKE NO RESPONSIBILITY FOR THE QUALITY OF THE PRODUCTS EXCEPT AS OTHERWISE PROVIDED HEREIN. TO THE EXTENT PERMITTED BY LAW, OUR LIMITED PRODUCT WARRANTY AND THE REMEDIES SET FOR HEREIN ARE YOUR SOLE AND EXCLUSIVE REMEDY AND ARE OFFERED BY US IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES AND/OR REMEDIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTIES OR GUARANTEES ARISING BY OPERATION OF LAW, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. WE ASSUME NO RESPONSIBILITY THAT THE PRODUCTS WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH YOU MAY BE BUYING THE PRODUCTS, EXCEPT AS OTHERWISE PROVIDED HEREIN. TO THE EXTENT THE PRODUCTS ARE INSTALLED FOR CONSUMER APPLICATION, THE FOREGOING DISCLAIMERS MAY NOT APPLY. IN NO EVENT SHALL WE BE LIABLE TO PURCHASER OR THIRD PARTIES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, ECONOMIC, EXEMPLARY OR OTHER SIMILAR DAMAGES.**

### (g) Limitation of Liability

Purchaser agrees that Our entire liability, under any warranty, whether in contract, in tort, in negligence or otherwise shall not exceed the amount of the purchase price paid. **UNDER NO CIRCUMSTANCES SHALL TANGENT BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, LOST PROFITS, LOSS OF BUSINESS OR ANY OTHER ECONOMIC DAMAGES.** The price stated for the Product is based upon and in consideration for limiting Our liability. Neither Manufacturer nor its representatives approve, recommend, or perform design review for specific applications of the Product(s). No person or entity is authorized by Us to make, and We shall not be bound by any statement or representation as to the performance or Product other than what is contained in this Limited Warranty. This Limited Warranty shall not be amended or altered except in a written instrument signed by You and Us. **ALL CLAIMS, CAUSES OF ACTION OR DEMANDS SHALL BE MADE WITHIN ONE (1) YEAR AFTER THE DEFECT IS DISCOVERED OR THE CLAIM OCCURRED. ALL CLAIMS OR CAUSES OF ACTION WITH RESPECT TO THE PRODUCTS SHALL EXCLUSIVELY BE ASSERTED IN A COURT OF COMPETENT JURISDICTION LOCATED IN CHICAGO, ILLINOIS.**

### (h) How State Law Applies:

**SOME STATES DO NOT ALLOW LIMITATIONS OF THE DURATION OF IMPLIED WARRANTIES OR THE EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.**

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