

ELEGANCE PREMIUM ADVANCE SERIE™™ LIMITED WARRANTY

ELEGANCE PREMIUM ADVANCE SERIE™ LIMITED WARRANTY IS MADE AND GIVEN BY LEADVISION INTERNATIONAL LTD (hereinafter "ELEGANCE PREMIUM ADVANCE SERIE™"). PLEASE READ THIS LIMITED WARRANTY CAREFULLY BEFORE PURCHASING, USING OR INSTALLING ELEGANCE PREMIUM ADVANCE SERIE™ PRODUCTS. THE PURCHASE AND/OR USE OF ANY ELEGANCE PREMIUM ADVANCE SERIE™ PRODUCTS CONSTITUTES ACCEPTANCE BY THE PURCHASER AND/OR USER OF AND AGREEMENT TO THESE TERMS.

1. ELEGANCE PREMIUM ADVANCE SERIE™ LIMITED WARRANTY

- 1.1** ELEGANCE PREMIUM ADVANCE SERIE™ warrants to the original purchaser ("Purchaser") that, for the period of time set forth in the following sentence, (1)under normal use and service conditions, (2)during warranty period, (3) when used or installed according to ELEGANCE PREMIUM ADVANCE SERIE™ installation manual and (4)ELEGANCE PREMIUM ADVANCE SERIE™ products shall be free from material defects in workmanship and materials, and shall not split, splinter, rot or suffer structural damage from termites or fungal decay. For purposes of this warranty, the original purchaser ("Purchaser") means the individual or individuals who maintained the ownership of the real property upon which ELEGANCE PREMIUM ADVANCE SERIE™ product was installed.
- 1.2** The term of ELEGANCE PREMIUM ADVANCE SERIE™ Limited Warranty ("Warranty Period") for ELEGANCE PREMIUM ADVANCE SERIE™ PE Co-extruded Wall Cladding shall be twenty-five (25) years from the date of original purchase when the purchaser remains the ownership of the real property upon which ELEGANCE PREMIUM ADVANCE SERIE™ product was installed.
- 1.3** The term of ELEGANCE PREMIUM ADVANCE SERIE™ Limited Warranty ("Warranty Period") for ELEGANCE PREMIUM ADVANCE SERIE™ Fasteners shall be ten (10) years from the date of original purchase when the purchaser remains the ownership of the real property upon which ELEGANCE PREMIUM ADVANCE SERIE™ product was installed.
- 1.4** The term of ELEGANCE PREMIUM ADVANCE SERIE™ Limited Warranty ("Warranty Period") for ELEGANCE PREMIUM ADVANCE SERIE™ Spacer Washers shall be ten (10) years from the date of original purchase when the purchaser remains the ownership of the real property upon which ELEGANCE PREMIUM ADVANCE SERIE™ product was installed.
- 1.5** No person or entity is authorized by LEADVISION INTERNATIONAL LTD to make and LEADVISION INTERNATIONAL LTD shall not be bound by any statement or representation as to the quality or performance of ELEGANCE PREMIUM ADVANCE SERIE™ products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by LEADVISION INTERNATIONAL LTD and Purchaser.

2. EXCLUSIONS AND LIMITATIONS

- 2.1** ELEGANCE PREMIUM ADVANCE SERIE™ does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any condition attributable to, in whole or in any part:
- (1) Improper installation of ELGANCE PREMIUM ADVANCE SERIE products and/or failure to abide by ELEGANCE PREMIUM ADVANCE SERIE™ s installation guidelines, including but not limited to improper gapping; defects caused by improper installation or decay caused by fasteners;
 - (2) Use of ELEGANCE PREMIUM ADVANCE SERIE™ products beyond normal use and service conditions, or in an application not recommended by ELEGANCE PREMIUM ADVANCE SERIE™s guidelines and local building codes;
 - (3) Movement, distortion, collapse or settling of the ground or the supporting structure on which ELEGANCE PREMIUM ADVANCE SERIE™ products are installed;
 - (4) Any act of God (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, mold, mildew, etc.), or staining from foreign substances (such as dirt, grease, oil, etc.), or normal

weathering (defined as exposure to sunlight, weather and atmosphere which will cause any colored surface to gradually fade, chalk, or accumulate dirt or stains);

- (5) Variations or changes in color of ELEGANCE PREMIUM ADVANCE SERIE™ products;
 - (6) Improper handling, storage, abuse or neglect of ELEGANCE PREMIUM ADVANCE SERIE™ products by Purchaser, the transferee or third parties;
 - (7) Corrosion caused by factors other than environmental or atmospheric processes;
 - (8) Direct or indirect contact with extreme heat sources (over 80 degrees Celsius), which may cause fading and may damage the surface of the product;
 - (9) Use metal shovels or sharp-edged tools to remove snow and ice on the surface of the product;
 - (10) Any fading or staining not on the walking surface of the product (i.e., the underside or the ends of the product);
 - (11) As with any product that is meant for outdoor use, scratches and acts of nature will inevitably occur. If this does happen a high grain sand paper can be used to remove the scratch with no detrimental effect to the longevity and performance of the product;
 - (12) Ordinary wear and tear;
 - (13) Exposure to, or direct or indirect contact with extreme heat sources including reflected sunlight from low-emissivity (Low-E) glass which may damage the surface of the product and/or cause the product to fade;
 - (14) Fabrication or re-manufacturing by third parties;
 - (15) Minor dripping from DrySpace;
 - (16) Any fasteners not supplied by ELEGANCE PREMIUM ADVANCE SERIE™;
 - (17) Improper application of paint or other surface chemicals not recommended by the manufacturer in writing; Purchaser is solely responsible for determining the effectiveness, fitness, suitability and safety of the products in connection with their use in any application.
- 2.2** ELEGANCE PREMIUM ADVANCE SERIE™ Limited Warranty does not cover and shall not be responsible for any of Purchaser's installation, removal or re-installation costs.

2.3 LIMITATION OF REMEDIES AND EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES: ELEGANCE PREMIUM ADVANCE SERIE™'S LIABILITIES ARE LIMITED SOLELY AND EXCLUSIVELY TO THE OBLIGATIONS SPECIFICALLY UNDERTAKEN HEREIN, AND UNDER NO CIRCUMSTANCES WILL ELEGANCE PREMIUM ADVANCE SERIE™ BE LIABLE OR OBLIGATED FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, LOSS OF GOODWILL, USE OF MONEY, USE OF GOODS, STOPPAGE OF WORK, OR IMPAIRMENT OF ASSETS), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, FRAUD, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT AND ONLY TO THE EXTENT THIS LIMITATION IS SPECIFICALLY PRECLUDED BY APPLICABLE LAW OF MANDATORY APPLICATION. ELEGANCE PREMIUM ADVANCE SERIE™'S LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.

2.4 ELEGANCE PREMIUM ADVANCE SERIE™ Limited Warranty is void if any one or more of the following applies or occurs:

- (1) The ELEGANCE PREMIUM ADVANCE SERIE™ product is not used and/or installed, maintained according to ELEGANCE PREMIUM ADVANCE SERIE™ installation guidelines;
- (2) The ELEGANCE PREMIUM ADVANCE SERIE™ product is not used and/or installed according to all applicable laws, codes and regulations;
- (3) The intentional or unintentional misuse of the ELEGANCE PREMIUM ADVANCE SERIE™ product, no matter foreseeable or unforeseeable;
- (4) The failure by Purchaser to provide timely and/or proper maintenance to ELEGANCE PREMIUM ADVANCE SERIE™ product;
- (5) Use any fasteners not supplied by ELEGANCE PREMIUM ADVANCE SERIE™ which resulted in ELEGANCE PREMIUM ADVANCE SERIE™ product failures.

3. PROCEDURE FOR MAKING A CLAIM UNDER ELEGANCE PREMIUM ADVANCE SERIE™ LIMITED

WARRANTY In order to make a claim under this warranty, Purchaser must do the following:

1. If the Purchaser is making a claim relating to the warranty on fade and stain resistance, Purchaser must do as follows:
 - (a) Purchaser must try to clean the affected area of the product by using the cleaning procedures described above within one (1) day of exposure of the food or beverage to the product or first appearance of the mold and mildew;
 - (b) If the affected area remains reasonably unsatisfactory after Purchaser has tried these cleaning procedures, then Purchaser must contact seller to check how to do the professional cleaning;
 - (c) If the affected area remains reasonably unsatisfactory after the professional cleaning, Purchaser may make a claim under this warranty, provided that such claim is made within thirty (30) days after the professional cleaning.
2. To make a claim under this limited warranty, Purchaser, or the transferee, shall send to LEADVISION INTERNATIONAL LTD, within the warranty period referred to above, a description and photographs of the affected area of the product, proof of purchase, and if the claim relates to the warranty on fade & stain & cracking resistance, proof of compliance with paragraph 1. above, to the following address: LEADVISION INTERNATIONAL LTD 80 chemin Richelieu Quebec Canada J3L 0L5 or contact with after sales man directly of LEADVISION INTERNATIONAL at service@leadvisioninternational.com. **IMPORTANT:** process prior to send out the claims to LEADVISION INTERNATIONAL LTD, please sealed and sent together with the defective sample (at least one piece) in small dimension (5-10cm long).
3. Upon confirmation by an authorized LEADVISION INTERNATIONAL LTD representative of a valid claim hereunder, LEADVISION INTERNATIONAL LTD's sole responsibility shall be, at its option, to either replace the affected item or refund the portion of the purchase price paid by Purchaser for such affected item (not including the cost of its initial installation). Replacement material will be provided that is as close as possible in color, design and quality as the replaced material, but LEADVISION INTERNATIONAL LTD does not guarantee an exact match as colors and design may change.
4. **THIS WARRANTY SHALL NOT COVER AND LEADVISION INTERNATIONAL LTD SHALL NOT BE RESPONSIBLE FOR COSTS AND EXPENSES INCURRED WITH RESPECT TO THE REMOVAL OF AFFECTED PRODUCT OR THE INSTALLATION OF REPLACEMENT MATERIALS, INCLUDING BUT NOT LIMITED TO LABOR AND FREIGHT.**

Some States or Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from State to State or Province to Province.