

Screenco Manufacturing Ltd. Limited Warranty

The Limited Warranty

1. Screenco Group Inc., its subsidiaries and related corporations (the "Manufacturer") warrants that its fabricated screen products (the "screens" or "products") will be free from material defects in workmanship for a period of ninety (90) days from the date of such products are shipped to the original purchaser (the "Warranty Period"). Should any manufacturing defects or material flaws become apparent within such 90-day Warranty Period, the Manufacturer will, at its sole discretion, repair or replace the product.
2. The Manufacturer shall have no responsibility for any damages or injuries arising or resulting from the failure of the screens or any other unintended use. Use caution when handling, installing and removing screens. Torn screen mesh, and scratched or bent screen frames are not covered by this limited warranty.
3. The Manufacturer's sole and exclusive obligation and liability under this Limited Warranty (and the purchaser's sole remedy) shall be limited to the repair or replacement (at the Manufacturer's option) of any product found by the Manufacturer to be covered by and in breach of this Limited Warranty. Shipping and handling are not included in this limited warranty. TO THE FULLEST EXTENT PERMITTED UNDER LAW, YOU (THE PURCHASER) HEREBY AGREE THAT THE MANUFACTURER WILL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY PRODUCT OR BREACH OF THIS LIMITED WARRANTY, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT YOU (THE PURCHASER) WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
4. This limited warranty is not a promise of future performance nor a policy of insurance. Your exclusive remedy is repair or replacement, as stated in this limited warranty, and provided at the sole discretion of the Manufacturer. If we determine that a manufacturing defect or material flaw exists that is covered by this limited warranty, we will elect to either repair the product/component(s) or ship a replacement product/component(s) to the customer or person making the warranty

claim in the same condition as the product was originally sold, subject to Manufacturer's right to substitute a similar product when the product originally sold has been discontinued or modified.

5. The Manufacturer, in its sole discretion, may choose to repair the product as an option to replacement in full satisfaction of its limited warranty obligation. If we are unable to provide replacement, and repair is not practical, then we may elect to refund the purchase price paid directly to us if the limited warranty applies. Refund is not a benefit covered by this limited warranty and is a fully discretionary option included for the benefit of the Manufacturer if it elects to implement it. The limited warranty on any replacement screen product will extend for the balance of the original Warranty Period and will not create a new 90-day warranty period. It is the original purchaser's sole responsibility for determining whether a screen purchased from us is suitable for an end user's needs or application.
6. All visible defects must be reported before installation and finishing.
7. Claims under this limited warranty must be made within the Warranty Period and within thirty (30) days of the appearance of a defect. Failure to timely report defects to us, as specified herein, voids this limited warranty.
8. Failure by the original purchaser or end user to follow the installation and maintenance instructions available from Screenco voids this limited warranty.
9. This limited warranty shall be interpreted, construed, and applied under the laws of the State of Wisconsin.
10. This limited warranty sets forth the Manufacturer's maximum liability for the screen products. No one is authorized to modify or expand this limited warranty.
11. YOU (THE PURCHASER) AGREE THAT THE ABSOLUTE LIMIT OF THE MANUFACTURER'S AGGREGATE LIABILITY WITH RESPECT TO ANY PRODUCT IS THE MONEY RECEIVED BY THE MANUFACTURER FOR THE PRODUCT GIVING RISE TO THE LIMITED WARRANTY CLAIM.

Exclusions from Coverage

12. This limited warranty does not cover the screen fabric used in the Manufacturer's products. The screen fabric is covered by the warranty provided by the screen fabric supplier. For a copy of the screen fabric supplier warranty, please contact the Customer Service Department at orders-wi@screenco.com.

13. Notwithstanding anything in this limited warranty document to the contrary, the limited warranty does not cover damage to any product due to:

- a. Insects penetrating around the insect screen frame;
- b. No-see-um or smaller insects penetrating any screening fabric;
- c. Natural weathering;
- d. Acts of God and damage because of environmental conditions, and events beyond the control of the Manufacturer (for example, fire, hurricane, tornadoes, storms, strong winds, natural disasters etc.);
- e. Building settling, structural failures of walls or foundations;
- f. Damage to the screen and all its components caused by deliberate or accidental misuse, abuse or neglect;
- g. Improper screen assembly, installation and/or adjustment;
- h. Damage caused by humans or animals accidentally running or walking into the screen, when in use;
- i. Improper storage;
- j. Improper handling;
- k. Failure to properly care for and maintain the products;
- l. Expansion and contraction of window or door frame in excess of 1/16”;
- m. Tears in the screening fabric;
- n. Dents or scratches in the screen frame;
- o. Damage caused to the screen components by inadequate maintenance;
- p. General deterioration in appearance or performance that occurs because of normal operation and normal wear and tear;
- q. Progressive deterioration of finishes and materials due to exposure to sun, rain, abrasion, heat and/or cold.

Procedure for Limited Warranty Claims

14. Please inspect your order immediately upon receipt. If you have a problem, immediately upon discovery contact us directly.

Mailing Address:

Screenco Manufacturing USA.
2932 Behrens Parkway
Sheboygan, WI 53081

Phone: (920) 451-4000
Email: orders-wi@screenco.com

Please provide the following information with your warranty claim:

1. Company name/Original purchaser;
2. Purchase Order number;
3. Valid proof of purchase (copy of invoice or packing slip);
4. Date and location of purchase;
5. Contact information of person making the claim;
6. Location (including address if applicable) of product under warranty;
7. Description of the problem and the product (including photographs).

Important Notices

1. Each provision of this limited warranty is intended to be severable. If any provision hereof is illegal, invalid or unenforceable in whole or in part, such illegality, invalidity or unenforceability, shall not affect the legality, validity or enforceability of the remainder hereof.
2. THE EXPRESS WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES. THE MANUFACTURER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS AND IMPLIED WARRANTIES, WHETHER ORAL OR WRITTEN (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. The Manufacturer will not be liable for any oral statement or other written statement about any of the Manufacturer's products, whether such statements are made by an agent or employee of the Manufacturer or by any other person. The Manufacturer does not authorize its representatives, distributors, contractors or dealers to make any changes or modifications to this limited warranty.
3. In jurisdictions where statutory claims or implied warranties and conditions cannot be excluded as a matter of law, all such statutory claims, implied warranties and conditions and all rights to bring actions for breach thereof expire as soon as is permissible under such law. Some jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you in those jurisdictions.