

# *Atlantic*

## Premium Shutters®

### **Three Year Limited Warranty** Pro-Series Collection

The Tapco Group, (TTG), A Headwaters Company, warrants<sup>1</sup> that its Atlantic® Premium Shutters ProSeries Product Line (the “Warranted Products”) are free from manufacturing defects which result in cracking, splitting, and rotting under normal weather conditions for a period of three (3) years from the date of purchase of the product for ProSeries shutters. This warranty is subject to the following limitations:

1. This warranty extends only to the original owner who shall be defined as the person or persons who owned the structure in question on the date of purchase of the Atlantic Premium Shutters in question.
2. TTG will not be held responsible for damages resulting from Acts of God, accidental or intentional acts, installation other than in accordance with the manufacturer’s express instructions (which shall be solely determined by TTG), or from repairs or modifications by persons not authorized by TTG or from the use of parts and accessories (i.e. hardware or mounting devices) not authorized by TTG.
3. Atlantic warrants its stainless steel hardware against manufacturing defects for the life of the product and its aluminum hardware for a period of ten (10) years. The finish on all Atlantic hardware is not warranted against deterioration, including but not limited to, scratches, fading, and corrosion, particularly resulting from airborne sea salt in coastal environs.
4. TTG will not be held responsible for damages resulting from water seepage through closed shutter systems including, but not limited to, storm seepage.
5. TTG’s ProSeries Shutter product line is sold with only a primed finish. As such, ProSeries Shutters must be painted before installation. TTG expressly disclaims any and all responsibility for any finish coat of any kind which is applied to its ProSeries Shutters by any party. Owner expressly accepts all responsibility for the application of and subsequent performance of the finish coat applied.
6. This warranty shall not extend any coverage whatsoever to custom orders for shutters that when built, will exceed in size the largest of Tapco’s standard sized shutters. The warranty coverage provided in this document is expressly disclaimed for all such shutters.
7. The property owner shall have the burden of establishing to TTG’s reasonable satisfaction both the identification of the product purchased and the date of purchase of the same for all claims made.
8. This warranty will be strictly limited to the cost of repairing, replacing and/or refunding the purchase price less taxes of the warranted products per the table below one time. Under no circumstances will TTG pay for the cost any of the following: a) labor to remove products from the Claimant’s home; b) shipment of the warranted products to TTG for analysis; c) shipment of replacement products to the Claimant; d) labor costs incurred to install replacement products on the Claimant’s home; or e) any expense at all associated with claims asserted after the first claim for the products in question is resolved.
9. In the event of a claim during the warranty period, and subject to the prorated coverage specified below, TTG at its sole option will either (a) repair or replace the warranted product(s), or (b) refund to the purchaser a sum equal to the product of the actual price paid for the product multiplied by the prorated percentage shown in the appropriate coverage schedule below. In no event shall TTG be liable on any claim for any amount in excess of the amount generated by the application of the appropriate proration table below.
10. If TTG attempts a reasonable number of times to repair a defect under this warranty but those attempts are unsuccessful, TTG at its sole option may either replace the product or refund the purchase price less taxes per the proration table below.
11. This warranty will not cover claims for the following (a) damage to or failure of a warranted product resulting from acts of the purchaser or the installer, (b) damage to or failure of the product resulting from unreasonable use, including but not limited to the

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<sup>1</sup> This warranty is effective January 20, 2011 and supersedes all previously published versions of this warranty. It shall remain effective until such time as TTG publishes a subsequent superseding version at which time this version shall have no further effect.

installation of shutters other than over window openings or standard entry doors on a residential dwellings, or the failure to reasonably maintain the product after installation.

12. THE PROVISIONS OF THIS WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY EXPRESS OR IMPLIED INCLUDING SPECIFICALLY, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
13. THE OBLIGATIONS AND LIABILITIES OF ATLANTIC UNDER THIS WARRANTY OR UNDER ANY IMPLIED WARRANTY WHICH IS APPLICABLE DESPITE THE PRECEDING DISCLAIMER ARE IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES INCLUDING, WITHOUT LIMITATION, LIABILITY FOR INCIDENTAL, CONSEQUENTIAL AND/OR ANY OTHER DAMAGES BASED UPON ANY THEORY OF RECOVERY AT LAW OR IN EQUITY INCLUDING SPECIFICALLY ANY THEORY OF NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, OR STRICT LIABILITY.

Some states do not allow limitations on implied warranties or the exclusion or limitation of consequential damages, so the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

Any claim under this warranty must be made in writing and postmarked within 30 days after discovery of the defect to:

Atlantic Premium Shutters  
Attn: Warranty Department  
29797 Beck Road  
Wixom, MI 48393

TTG must be allowed a reasonable opportunity to determine and fulfill its obligations under this warranty before the purchaser or others make any repairs to the product. The property owner's failure to abide by the terms of this provision shall void any responsibility of TTG to pay for repairs or other work done by third parties.

<i>Atlantic Premium Shutters ProSeries Collection (Three Year Warranty for claims relating to materials)</i>	
<i>Years of Use Obtained After Installation</i>	<i>Percentage Of Purchase Price Less Taxes Paid That TTG Will Pay To Warranty Claimant</i>
0-1 years	100%
2 years	75%
3 years	50%
4 or more years	0%