

Express Limited warranty and disclaimer



 **SANTALUZIA**[®]
PREMIUM SUSTAINABLE MOULDINGS



This Express Limited Warranty, ("Limited Warranty"), is given to either (1) the original purchaser or (2) the owner(s) of the property at the time of installation, if different from the original purchaser (collectively hereinafter "Purchaser"), of Santa Luzia Moulding Products (hereinafter "Products"), installed on structures permanently located in the United States.

1. LIMITED WARRANTY COVERAGE. Except as set forth in the exclusions, limitations and restrictions set forth below, Santa Luzia (hereinafter "Manufacturer") warrants that for a period of twenty five (25) years (INDOOR USE ONLY and WITHOUT INCIDENCE OF DIRECT SUNLIGHT), the Products will, from the date of the original purchase, be free from material defects in workmanship and materials that (1) occur as a direct result of the manufacturing process, (2) occur under normal use and service, (3) occur during the warranty period and (4) result in corrosion, delamination or excessive swelling from moisture. Each purchaser of the Products is solely responsible for determining the effectiveness, suitability and safety of any particular use or application of the Products. BUILDING CODE REGULATIONS VARY FROM AREA TO AREA. Each Purchaser should consult local building and safety codes for specific requirements.

2. REMEDIES FOR BREACH OF LIMITED WARRANTY. THIS SECTION 2 PROVIDES THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO A PURCHASER OF THE PRODUCT(S). Santa Luzia liability under this Warranty is limited solely and exclusively to replacement of defective Products upon original invoice presentation.

3. LIMITATION OF LIABILITY. In no event, shall Santa Luzia be liable for labor, installation, reinstallation, freight, taxes or any other charge related to defective products. Santa Luzia shall not be liable for any indirect, incidental, punitive, consequential, exemplary or other damages of any kind whatsoever, whether any such claim is based upon theories of contract, warranty, negligence, tort strict liability and/or labor and/or materials for the removal of the nonconforming product(s) and installation of any replacement product. Some states do not permit limitations on the duration of implied warranties or exclusions or limitations of incidental or consequential damages. This warranty gives you specific legal rights. You may have other rights that vary from state to state.

4. DISCLAIMER OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED: This limited warranty is the only warranty applicable to this product(s) and excludes all other express or implied warranties, including any implied warranty of merchantability or fitness for a particular purpose, or any warranties otherwise arising from the course of dealing or usage of trade or advertising, except where such warranties arise under applicable consumer product warranty laws, and cannot be lawfully disclaimed, in which event such warranties are limited to the maximum extent permitted by such laws. no other express warranty has been made or will be made on behalf of Santa Luzia with respect to the Product(s). Some states do not allow limitations for consumers on how long an implied warranty lasts, so the above limitation may not apply to you. This Limited Warranty gives you specific legal rights, and you may have additional rights, which vary from state to state.

5. EXCLUSIONS. This LIMITED WARRANTY does not cover or provide a remedy for damage that results from or is attributed to: (A) storage, shipping, handling different from the one specified in the installation manual; (B) installation; (C) further processing, modification or alteration; (D) neglect, abuse, misuse, or ordinary wear (such as scratches and reduction in gloss appearance); (E) repair or alteration; (F) settlement or structural movement and/or movement of materials to which the Product(s) is (are) attached; (G) damage, from incorrect design of the structure; (H) Acts of God including, but not limited to, tornados, hurricanes, floods, earthquakes, severe weather or other natural phenomena, (including, but not limited to, unusual climate conditions); (I) efflorescence, peeling or performance of any third party paints, stains and/or coatings; (J) growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product(s) (whether on the exposed or unexposed surfaces); (K) improper maintenance, use or incompatible accessories; or other products that cause a Product defect or failure to

occur; (L) animal (including pet urine), wildlife, and termite damage; (M) water damage, including but not limited to water damage caused by flooding, standing water (water that remains on the moulding longer than 5 minutes), leaking pipes, household mechanical failures, appliance leaks, or any other type of exposure to moisture, humidity or extreme temperature, (N) color difference, shade or texture variations between any Product(s) and its samples and/or printed color photography and the actual Product(s); (O) dimensional variation caused by and/or warp from environment temperature change and/or air relative humidity; (P) illness of any kind cause to any animal or person as a result of ingestions of the Product(s); (Q) pollution, acid rain, application of harmful chemicals or vapors applied to the Product; (R) movement, settlement, distortion, warping or cracking of the Products structural supports or accessories used in connection therewith; physical abuse, vandalism, riot, insurrection or (S) any cause other than material or manufacturing defects attributable to Santa Luzia or ordinary and expected weathering due to exposure to the elements; which for purposes of this Warranty is defined to be fading, chalking or darkening of the surface of the Product due to EXPOSURE TO ULTRAVIOLET LIGHT (DIRECT SUNLIGHT) and extremes of atmospheric conditions that are unique to and may vary in each geographic location. This Warranty does not cover painted finishes or coatings applied to the Product by the Purchaser or any third party. Failure to adhere to Manufacturer's recommended guidelines for application of painted surfaces, may void this Warranty, as listed in Article 1 herein. Santa Luzia Products' application, finishing, and maintenance instructions may be obtained at www.santaluziamouldings.com.

6. CONDITIONS OF LIMITED WARRANTY. Warranty coverage under this Limited Warranty shall be subject to the following terms and conditions: (A) Purchaser must provide written notice to Santa Luzia within 30 calendar days after discovery of any claimed nonconformity covered by this Limited Warranty and before beginning any permanent repair. The notice must describe the location and details of the claimed nonconformity and any additional information necessary for Santa Luzia to investigate the claim. Photos of the Product(s), showing the claimed defect must accompany the notice. A claimant under this Limited Warranty must provide proof to Santa Luzia that such claimant is the Purchaser by proof of purchase (store receipt); and (B) upon discovery of a claimed nonconformity, Purchaser must immediately, and at a Purchaser's own expense, provide for protection of all property that could be affected until the claimed nonconformity is remedied if applicable. Santa Luzia shall have 90 calendar days to verify the claim and, if requested by Santa Luzia, Purchaser must allow Santa Luzia or Santa Luzia's authorized agent to enter the property and structure where the Product(s) is installed, if applicable, and examine, photograph and take samples of the Product(s). Any repairs initiated by or on behalf of a Purchaser without prior authorization from Santa Luzia may void this Limited Warranty. Manufacturer (Santa Luzia) shall be given a reasonable opportunity to inspect and test the Product(s), its installation, and the environmental in which it was used prior to removal by the original purchaser. Failure to comply with these notice and inspection provision shall void all warranty with regard to the Product(s).

7. ENTIRE AGREEMENT. This Limited Warranty contains and represents the only warranty extended by SantaLuzia for the Product(s). No employee or agent of Santa Luzia or any other party is authorized to make any other warranty in addition to those made in this Limited Warranty. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state.

8. MODIFICATION OR DISCONTINUATION OF PRODUCTS. Santa Luzia reserves the right to discontinue or modify the Product(s) at any time without notice. In the event that repair or replacement of the Product(s) pursuant to this Limited Warranty is not possible, Santa Luzia will (at its sole discretion) fulfill any repair or replacement obligation under this Limited Warranty with a similar product of equal or greater value or reimburse the Purchaser for the original purchase price of the nonconforming portion of the Product(s).

9. HOW TO FILE A LIMITED WARRANTY CLAIM. To file a warranty claim, please follow the instructions on the link: <http://santaluziamouldings.com/fileclaim>.





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