

Simplicity Tool Corporation Prefinished Siding Accessories LIMITED 10 YEAR WARRANTY

Simplicity Tool Corporation (occasionally referred to as "Simplicity" or "we" and "our" as the context may require) provides the purchaser and any end user of our prefinished siding accessories with this Limited 10 Year Warranty. Except for the specific circumstance covered in paragraph 2B below, our prefinished siding accessories are manufactured from materials (most often aluminum) that have been coated by our suppliers to match specific colors.

1. What the Limited 10 Year Warranty Covers.

Simplicity warrants our prefinished siding accessories against defects in the manufacturing of the metal products and against defects (flaking, chipping, cracking, peeling, splitting, rotting, or red rust) in the prefinished coating. Coating means paint and any other application on our product at the time the manufacturing and shipping or delivery of the product has been completed by us.

2. Duration of the Warranty: How Long Does the Warranty Last?

A. Generally.

This Limited 10 Year Warranty is valid and in effect only for a limited period of time. That limited period of time is 10 years following your purchase of the product from us or from a wholesale or retail distributor of our product or 10 years from the time the product was first applied, attached or installed on any building structure, whichever comes first. However, in no event will this Limited 10 Year Warranty be valid more than 12 years after the date the product was manufactured, sold and delivered by Simplicity to its customer (whether the wholesale or retail distributor, any builder, contractor or installer, or the end user).

B. Reduced Warranty Duration if We Apply the Prefinish.

Simplicity does not ordinarily apply a prefinished coating to our products. Simplicity Tool manufactures products that use metal which has been coated with paint or another application by our suppliers, in most cases. Occasionally we are asked to apply paint to our siding accessories to match a customer's color requirement if we are not able to obtain a matching color in a prefinished metal from our supplier. If the prefinishing is not done by our suppliers and we apply the prefinished coating to our product, whether as a special order item or otherwise, then the Limited 10 Year Warranty for the prefinish applied by Simplicity is not 10 years. Instead, the Limited 10 Year Warranty will only last for a period of 120 days from the date you first purchased the product from us or from a wholesale or retail distributor of our product or for a period of 90 days from the date the product was first applied, attached or installed on any building structure, whichever comes first. However, in no event will this Limited 10 Year Warranty be valid more than 360 days after the date the product was manufactured, sold and delivered by Simplicity to its customer (whether the wholesale or retail distributor, any builder, contractor or installer, or the end user).

3. What is Not Covered by the Limited 10 Year Warranty?

A. General Exclusions.

This Limited 10 Year Warranty does not cover any defects to our product, or any loss or damage to our product or to any item, building or structure to which our product comes into contact with, is applied or attached to, or is installed in, on or to, because of or arising out of:

- Any abuse of or to the product by you or any other third person or third party, including builders, contractors and installers.
- Any improper handling, storage, use or application of or to the product by you or any other third person or third party, including builders, contractors and installers.
- Any application, attachment or installation of our product that is not in compliance with the manufacturer's recommendations or which is not in compliance with local or applicable building codes and regulations. Our instructions are available online at www.simplicitytool.com.
- Any use of our product for purposes for which it is not designed.
- Any modification or alteration of our product by you or any other third person or third party, including builders, contractors and installers.
- Any removal of our product from any item, building or structure to which it was attached or installed and any re-installation or re-application of our product to any item, building or structure.
- Any act of nature, fire, explosion or similar or related casualty or catastrophe.
- Deterioration or corrosion to the extent contributed to by salt water in the atmosphere or environment where the product is used, applied, attached or installed.
- Ordinary or normal wear and tear.
- Coating, including primer and paint, applied to our prefinished product by you or by any other third person or third party, including builders, contractors, installers and painters.

B. Moisture Intrusion Issues.

Our products are not designed, manufactured or prefinished to provide absolute protection against moisture intrusion (including any resulting mold, mildew or dry rot issues) into the item, building or structure to which our products are applied, attached or installed. Our products are designed to reasonably assist in diverting rain and wind blown water and moisture. Moisture can, of course, find creative ways to get around our product and come in contact with or penetrate the underlying item, building or structure surface. Our products may be used with other moisture protection products or barriers but should not be relied upon as the sole method of limiting or protecting against moisture penetration issues.

4. What We Will Do to Correct Warranty Issues or Problems You May Have.

In the event of a defect that is covered by the Limited 10 Year Warranty occurs during the period the Limited 10 Year Warranty is in effect for the product involved, we will either repair the product or replace the product, at our option, within a reasonable period of time. If we no

longer manufacture the product that is alleged to be defective, or if the product is not available at the time you present a warranty claim to us, we will have the right to substitute an available product that is suitable and that is of equal or better quality or value. A color variance that may occur between the repaired or replaced product and the original product as a result of weathering or other natural process is not a material defect. In the event of interruptions or delays in our ability to repair or replace the product for which warranty service is sought because of any labor dispute, strike, lock out, civil commotion, invasion, rebellion, hostilities, military or police operations, sabotage, governmental regulations or controls, or a general inability to obtain labor or materials, or because of an act of nature or other cause beyond the reasonable control of Simplicity, the time for us to repair or replace the product may be extended for a reasonable and suitable time under the circumstances. The Limited 10 Year Warranty for any products which we repair or replace shall be only for the remainder of the original Limited 10 Year Warranty period. The duration of the Limited 10 Year Warranty is not extended for any additional period if we repair or replace the alleged defective product under the terms of this Limited 10 Year Warranty.

5. What We Will Not Do Under Our Limited 10 Year Warranty.

We do not pay for or provide labor or services for demolition, removal of allegedly defective products, transportation costs incurred by you, or installation of the repaired or replaced products.

6. How to Obtain Warranty Service.

A. Contact Us

Contact us if you feel you have a warranty claim that is covered under the Limited 10 Year Warranty. You may call us by telephone, but in order for us to start our warranty claim process we do require that you notify us in writing about your claim.

We can be reached at:

Simplicity Tool Corporation or Simplicity Tool Corporation
10330 N. E. Marx Street PO Box 20456
Portland, Oregon 97220 USA Portland, Oregon 97294 USA

Telephone: (503) 253 - 2000
Email: sales@simplicitytool.com

B. When to Contact Us and What Information You Will Need to Provide to Us.

IMPORTANT NOTE: Be sure to save the lot or product code or codes. The lot or product code appears on each product packaging (box, carton or similar). You will need the lot or product code or codes in order to obtain any warranty coverage or service. If you fail to inform us of the lot or product code or codes, we have the right to deny any warranty coverage or service. In order for you to get warranty service under this Limited 10 Year Warranty, you must contact us promptly. Therefore, you will need to send us a written notice of your claim within 90 days from the time you first discover what you feel is a defect

covered under our Limited 10 Year Warranty. If the product is received by you (or your builder, contractor or installer) in a condition where the coating, whether paint or otherwise, is absent in part, peeling, scraped or scratched, or the product is dented or not properly formed, and those issues are readily apparent, then do not apply, attach or install the product. In that case, contact us immediately in writing within 90 days from discovery of the problem.

WHAT YOU NEED TO PROVIDE TO US: When you contact us in writing, please provide us with as much information as you can about what you feel is wrong with the product. If you have pictures, notes, and reports' regarding what is wrong, you should provide those to us at the time you present your written claim or as soon after that as is possible. Inform us of the lot or product code or codes at the time you present your written claim or as soon after that as is possible. Be sure to send us any original packaging that has not previously been destroyed or discarded. If you have evidence as to when and where you purchased the product, whether from us directly or from any wholesale or retail business, provide us with copies of all invoices, sales receipts, payment made, and all other related and relevant documents.

C. What We Have the Right To Do When We Receive Your Claim.

We will investigate your claim within a reasonable period of time after we receive the claim in writing. We have the right to inspect and photograph the product you allege is defective and any other products of Simplicity at your premises, either by our staff or an agent or representative we select. We may require that you deliver or ship the product to our facility for our inspection if we determine that is reasonable and appropriate under the circumstances. We reserve the right to have the product tested, either at our facility or elsewhere, by our staff or by an agent or representative we select. After receiving your claim and after we have conducted any investigation we deem necessary or desirable, we have the exclusive right to evaluate and determine what obligation we have under the Limited 10 Year Warranty, if any, to repair or replace the allegedly defective product.

7. Limitations and Disclaimer.

Except as provided in this Limited 10 Year Warranty, THERE ARE NO WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED, REGARDING OUR PRODUCTS. WE SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR ANY GUARANTY OR WARRANTY OF FITNESS FOR ANY PARTICULAR USE OR PURPOSE. IN NO EVENT IS SIMPLICITY LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR FOR LOST SALES OR LOST PROFITS. This Limited 10 Year Warranty supersedes any and all other warranties of any kind regarding our products and your rights in the event of a claim. This Limited 10 Year Warranty is your sole and exclusive warranty and remedy regarding our prefinished products.

8. Law and Jurisdiction.

This Limited 10 Year Warranty is governed by the law of the State of Oregon, without regard to its conflicts of law provisions. In the event of any legal proceeding, including any litigation or arbitration, under this Limited 10 Year Warranty, exclusive jurisdiction shall be in the State of Oregon.