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# FENIX NTM BY REHAU FINISHED COMPONENT LIMITED WARRANTY

## 10-YEAR LIMITED WARRANTY

### REHAU INDUSTRIES LLC

On the terms set forth in this Limited Warranty, REHAU Industries LLC ("REHAU") warrants to the Authorized Claimant that the Covered Products will be free from Covered Defects during the Warranty Period.

**Adjusted Warranty Payment:** For the first two years of the Warranty Period 100% of the purchase price paid by the Original Purchaser for the defective Covered Products and for the remaining time of the Warranty Period the Adjusted Warranty Payment shall be equal to such original purchase price reduced by 10% for each year after the end of year two of the Warranty Period.

**Authorized Claimant:** The Original Purchaser or the Original Property Owner but shall not include a subsequent purchaser of the real property.

**Claims Procedure:** All claims under this warranty must be submitted by the Authorized Claimant in writing promptly following discovery and must further submit proof of date of purchase. REHAU may require damaged product to be returned prior to judgment of claim. REHAU upon receipt of the above, within a reasonable time frame, will inspect the Covered Products.

"Covered Defects" are (i) a lack of flatness greater than 1.5 MM per 1 FT in any direction, (ii) a color change from the original color supplied beyond a Delta E of 4.0, or (iii) delamination of the surface or edgebanding. Covered Defects do not include defects and damages due to: (a) fabrication of Covered Products, (b) installation or altering of Covered Products, (c) ordinary wear and tear, (d) any failure of Original Purchaser, Property Owner, or any third party to comply with any recommendations of REHAU as to the fabrication, transportation, use or storage of Covered Products, and (e) accidents, misuse, abuse, chemicals, excessive temperature, water damage, impact of foreign objects, or any other causes or occurrences beyond REHAU's control.

"Covered Products" are finished components manufactured by REHAU composed of matte panels with REHAU edgebanding for use in kitchen cabinet doors or other finished components in accordance with the recommendations and specifications of REHAU. These "Covered Products" are for indoor use only.

"Original Purchaser" is an individual or company that directly purchases Covered Products from REHAU.

"Original Property Owner" is the individual (or if more than one, individuals) or company that owns the real property at the time of installation of the Covered Products.

“Remedy” If REHAU determines that a claim is valid in accordance with the terms of this warranty, REHAU will at its option, either pay to the Authorized Claimant the Adjusted Warranty Payment for said defective Covered Product, or repair the defective Covered Product, or replace the defective Covered Product by shipping replacement finished products. If the defective Covered Product is no longer in production or for any reason is no longer available, REHAU will substitute, at its discretion, similar finished panels as a replacement. The Warranty Period for replaced defective Covered Products will continue to be covered under the original Warranty Period.

“Warranty Period” is ten years from the date of purchase of the Covered Products by the Original Purchaser.

THE WARRANTY GIVEN IN THIS DOCUMENT IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED ON THE PART OF REHAU. REHAU DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL REHAU BE LIABLE FOR INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, COSTS INCURRED IN THE FABRICATION OF THE REPLACEMENT PRODUCTS, INSTALLATION OF THE FINISHED PRODUCTS INTO THE STRUCTURE OR LOSS OF PROFIT, REVENUE OR GOODWILL WHETHER ARISING FROM NEGLIGENCE, TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE. EXCEPT FOR THE EXPRESS LIABILITY SET FORTH ABOVE, REHAU DOES NOT ASSUME ANY FURTHER OBLIGATIONS OR LIABILITY. Some states or provinces may not allow limitations on implied warranties, and some states may not allow the exclusion or limitation of incidental or consequential damages, so these limitations or exclusions may not apply to you. These warranties give you specific legal rights, and you may also have other rights which vary from state to state or province to province.