PONTIAC TRAIL™

HOME DETAILS TO LIVE BY



Limited Lifetime Warranty Coverage: Pontiac Trail Products, LLC ("Pontiac Trail") warrants to the original owner of a residence ("Owner") who purchases an Pontiac Trail siding accessory ("Accessory"), that the Accessory shall be free from manufacturing defects, such as blistering, checking, crazing, flaking, peeling, rot and/or corrosion for the lifetime of the product. Pontiac Trail shall solely determine whether a product issue is a manufacturing defect.

Limited Fade Warranty Coverage: The Owner is advised that some degree of fading over time is expected. Pontiac Trail warrants an excessive fade warranty for a period of 7 years following the installation date, as determined by Pontiac Trail. Pontiac Trail shall solely determine whether the amount of fading in any particular case is excessive.

This warranty is subject to the following limitations:

- 1. The warranted product must have been installed in accordance with the manufacturer's installation instructions. Products not installed in this manner will not be warranted.
- 2. This warranty does not cover any paint applied to the Accessory. Pontiac Trail shall not be responsible for the discoloration, chalking, or streaking caused by the use of caustic agents to clean the Accessory or for any damages caused by pollutants.
- 3. This warranty also excludes liability for defects in or damages to an Accessory caused directly or indirectly by the following:
 (i) severe weather conditions such as windstorms, gales, tornadoes, hurricanes, lightning, hail, ice storms, floods, earthquakes, or earth tremors;
 (ii) improper installation of the Accessory by the Owner or others; (iii) accident or abuse; and/or (iv) fire or extreme heat.
- 4. The Owner shall have the burden of establishing to Pontiac Trail's reasonable satisfaction the proof of purchase of the Accessory on which a claim is made. The lifetime coverage offered by this warranty automatically ends upon the sale of the property or death of the last of the original owners of the property at the time of installation of the products on homeowner's home.
- 5. In the event of a claim during the warranty period, Pontiac Trail at its sole option will either (a) repair or replace the warranted product(s), or (b) if Pontiac Trail is unable to repair the product in a commercially reasonable fashion and if Pontiac Trail is unable to replace the product (for example, because it has been discontinued), or notwithstanding that the product may be repaired or replaced, the homeowner nevertheless chooses to accept a refund, Pontiac Trail will refund to the homeowner a sum equal to the actual price paid for the product at the time of purchase less reasonable depreciation from the date of purchase.
- 6. 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.
- 7. THE OBLIGATIONS AND LIABILITIES OF PONTIAC TRAIL 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 OR 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,

Owner must deliver written notice of the defect by email to Pontiac Trail via email, support@pontiactrail.com, within thirty (30) days after discovery of a purported defect in or to the Accessory covered by this warranty. Failure to timely provide this written notice to Pontiac Trail shall constitute a waiver of Owner's warranty rights. Owner is responsible for charges associated with returning defective Accessories to Pontiac Trail for its review.

Version: 9.2022