

# Warranty

## Pinnacle Panel's International, Prorated 25-Year Warranty for Residential Applications and 15-Year for Commercial Applications.

All communications regarding this Warranty should be made via telephone or email to Pinnacle Panel Customer Services. Telephone: 1 (778) 762-5052. Email: [sales@pinnaclepanel.com](mailto:sales@pinnaclepanel.com).

### COVERAGE

Pinnacle Panel offers an international twenty-five (25) year limited prorated warranty to registered owners of Pinnacle Panel (the "Product") used in residential applications and fifteen (15) years for commercial applications. Pinnacle Panel warrants that the Product will be free of defects in workmanship and/or manufacturing from the date of purchase for the duration of the above warranty periods.

### GENERAL

This Limited Warranty is subject to the definitions, terms, conditions, and exclusions stated herein, and the remedies stated herein are the exclusive remedies for any alleged breach thereof or any Product complaint. This Warranty constitutes the entire Warranty provided by Pinnacle Panel for the Product and supersedes all prior or contemporaneous understandings regarding this subject matter.

This warranty is prorated, 25 years for residential applications and 15 years for commercial and other applications, as per the attached tables commencing on the date of the original purchase.

| Years Of Warranty  | Percentage Recovery |
|--------------------|---------------------|
| <b>Residential</b> |                     |
| 1-15               | 100%                |
| 16-17              | 80%                 |
| 18-19              | 60%                 |
| 20-21              | 40%                 |
| 22-23              | 20%                 |
| 24-25              | 10%                 |
| <b>Commercial</b>  |                     |
| 1-4                | 100%                |
| 5-6                | 80%                 |
| 7-8                | 60%                 |
| 9-10               | 40%                 |
| 11-12              | 20%                 |
| 13-15              | 10%                 |

### CONDITIONS

For the Limited Warranty to apply:

- (a) Claimants must provide proof that they are the
- (b) Owner, or owner's representative, of the property to which the Product is installed.
- (c) The Product must be stored, installed and maintained in accordance with the Installation Guide; and with all applicable building codes adopted by the Federal and Provincial and/or State Governments. However, it is important to note that building code requirements may be less stringent than the Product's Installation Guide requirements in such cases adherence to the Installation Guide should take precedence.

Prior to Product Installation, if the Product is found to be unsatisfactory, for any reason, the Product must not be installed and must be returned to Pinnacle Panel for replacement. Pinnacle Panel shall have no responsibility under this Warranty if defective or unacceptable Product is installed. Pinnacle Panel shall not be responsible for work stoppages that may occur while replacement Product is produced and shipped.

### EXCLUSIONS

This Limited Warranty does not cover or provide a remedy for damage or defects resulting from, or in any way attributable to:

- (a) the improper storage, shipping, handling or installation of the Product (including, but not limited to, failure of the Product to be installed in strict accordance with the terms and conditions set forth in this Warranty and in the Installation Guide) and/or the improper construction/design of the structure to which the Product is installed;

(b) normal weathering, wear and tear, deterioration or deflection;

(c) shrinkage or expansion of the Product caused by drying or wetting before and/or after installation;

(d) neglect, abuse or misuse of the Product;

(e) damage caused to the Product by rodents or any other living organisms;

(f) repair or alteration of the Product;

(g) settlement or structural movement and or movement of the materials to which the Product is attached;

(h) acts of God (*force majeure*) or accidental occurrences, including but not limited to hurricane, windstorm, tornado, earthquake, hail, avalanche, landslide, changes in underground water table, fire, explosion, water escape, flood, lightning, falling trees, aircraft, or vehicles;

(i) surface deterioration due to air pollution, acid rain, vandalism, mold, mildew accumulation, scratching, or wind driven sand;

(j) landscaping, both hard and soft, including plants, fencing, soil, and other structures;

(k) improper coating and or coating application;

(l) any damage caused by water from a mechanical source or installation, e.g. irrigation, where the Product is in direct contact with moisture or repeatedly wetted;

(m) any damage caused by failure to take reasonable and timely steps to prevent or mitigate damages; and,

(n) any cause other than workmanship and/or manufacturing defects.

Local code authorities should be consulted before installation regarding zoning code regulations. The purchaser is solely responsible for determining the effectiveness, fitness, suitability and safety of the Product in connection with their use in any application.

#### **REMEDY FOR BREACH OF LIMITED WARRANTY**

THIS SECTION PROVIDES THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE OWNER OF THE

PRODUCT.

If during the Warranty Period, Pinnacle Panel, determines any Product in its sole discretion, to exhibit defects in workmanship and/or manufacturing, Pinnacle Panel reserves the right to provide replacement Product without charge. The Warranty covers replacement Product and delivery costs only (labor and other costs are excluded) and is available only to the Owner registered with Pinnacle Panel. The Warranty Period shall not be extended with respect to any replacement Product. The replacement Product shall be warranted for the balance of the time remaining under the existing Warranty Period.

Any remedy provided under the Warranty shall constitute full settlement and release of any and all claims by the Owner hereunder, for damages or any other relief, and shall be a complete bar to any subsequent litigation or claim filed.

#### **EXCLUSION OF OTHER REMEDIES AND LIMITATION OF LIABILITIES**

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, PINNACLE PANEL SHALL NOT BE LIABLE TO THE OWNER UNDER ANY CIRCUMSTANCES, FOR PERSONAL INJURY, DAMAGE TO PROPERTY, LOST PROFITS OR ANY SPECIAL, MULTIPLE, PUNITIVE, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND OR NATURE WHATSOEVER, OR OTHER COSTS, CHARGES, PENALTIES OR LIQUIDATED DAMAGES, DUE TO DEFECT OR FAILURE OF ITS PRODUCT, OR REGARDLESS OF WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE PRINCIPLES. EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORSEEN.

THE REGISTERD OWNER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE PRODUCT AND ANY SERVICES PROVIDED BY PINNACLE PANEL IN CONNECTION WITH THE PRODUCT OR THIS WARRANTY IS AT THE OWNER'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH THE PURCHASER. THIS WARRANTY AND THE REMEDY SET OUT HEREIN ARE EXCLUSIVE AND MADE EXPRESSLY IN LIEU OF ALL OTHER WRITTEN WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS, IMPLIED, OR

OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, OR WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, BY STATUTE OR OTHERWISE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, PINNACLE PANEL LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS LIMITED WARRANTY AND, AT PINNACLE PANEL'S OPTION, THE PRODUCT REPLACEMENT DESCRIBED HEREIN.

#### **RESPONSIBILITY OF THE OWNER - ASSESSMENT OF CLAIM**

##### **Prior to Product Installation:**

(a) The Owner must examine all Product prior to installation. Installation of the Product constitutes acceptance of the condition of the Product. Pinnacle Panel shall have no responsibility under this Warranty if defective or unacceptable Product is installed.

(b) Following Product examination, if an Owner finds any Product to be unsatisfactory, that Product should not be installed. Instead, the Owner must contact Pinnacle Panel and follow the instructions provided, to obtain replacement Product.

##### **After Product Installation:**

Upon discovery of a possible warrantable issue and before beginning any permanent repairs:

(a) The Owner must immediately, and at the Owner's expense, provide for protection of all Product that could be adversely affected, until the situation is remedied;

(b) The Owner must contact Pinnacle Panel Customer Services within thirty (30) days of the discovery of a possible warrantable issue and provide notice of a potential warranty claim;

(c) Pinnacle Panel must be provided with a copy of (1) "Warranty Information Form", (2) Proof of Purchase Receipts, and (3) Installation Receipts;

(d) The Owner must provide photographs illustrating the defects in workmanship and/or manufacturing or such other evidence that Pinnacle Panel or its agent may reasonably request;

(e) Upon the request of Pinnacle Panel or its agent, the Owner must permit access to the structure where the warranted Product is installed to allow a Pinnacle Panel representative or agent to inspect, obtain samples and/or take photographs of the Product in question.

Notwithstanding the foregoing, Pinnacle Panel may, at its sole and unfettered discretion, elect to replace any Product subject to a warranty claim without requiring a return of such Product or the carrying out of an inspection.

#### **GOVERNING LAW**

This Warranty and the performance thereof shall be governed by, subject to and construed under the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to any provision regarding conflict of law.

**WARRANTY INFORMATION FORM**

Please keep a copy of this warranty information form and all purchase and installation receipts for your records.

**PURCHASER INFORMATION**

Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

**INSTALLATION INFORMATION**

Address of Panel Installation: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Purchase Date: \_\_\_\_\_ Installation Date: \_\_\_\_\_

**INSTALLATION COMPANY INFORMATION**

Company Name: \_\_\_\_\_ Office Phone: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Installers Name: \_\_\_\_\_

**Pinnacle Panel**  
3128 Hope Place  
Chemainus, BC, Canada, V0R 1K4  
Phone: 1 (778) 762-5052, Email: sales@pinnaclepanel.com