

## TRUSSCORE PVC Wall and Ceiling Liner

### LIMITED LIFE TIME WARRANTY

*Please read carefully. This document contains clauses which limit remedies to the Purchaser*

MSW Canadian Plastics Inc. warrants to the direct Purchaser of Trusscore PVC Wall and Ceiling Liner ("Trusscore") that the Trusscore will be free from manufacturing defects including peeling, flaking, blistering and corroding when subject to normal and proper use. Should any such of the listed defects occur, MSW Canadian Plastics Inc. will provide replacement Trusscore for the defective part. The Purchaser's only remedy will be limited to replacement of the defective part.

MSW Canadian Plastics Inc. shall not be liable or responsible for labour charges or other incidental or consequential expenses or damages whatsoever in connection with removal or installation of either the original or the replacement product. For greater certainty, MSW Canadian Plastics Inc.'s maximum financial exposure is the selling price of the affected Trusscore.

### LIMITATIONS

This warranty does not provide protection against any failure, defect or damage caused by situations and events beyond normal exposure conditions, including but not limited to:

- Misuse, abuse, neglect or improper handling or storage;
- Improper installation or installation not in strict adherence to the written instruction(s);
- Impact of foreign object(s), animals (wildlife or domesticated), fire, earthquake, flood, lightning, hail, hurricane, tornado or other casualty or acts of God;
- Movement, distortion, collapse or settling of the ground, foundation or structure on which the product is installed;
- Any other cause not involving manufacturing defect in the material supplied by MSW Canadian Plastics Inc.;

Sunshine and other common pollutants including but not limited to metal oxides or metallic particles, mildew, mold, animal waste, exposure to harmful chemical or normal weathering from elements may cause a gradual change of colour, chalking or accumulation of spots or dirt on all exposed surfaces; these are natural occurrences, which are also excluded from this limited warranty. Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere, which will gradually affect any exposed surface. The severity of any condition depends on the geographical location of the product, the cleanliness of the air in the area, and many other influences over which MSW Canadian Plastics Inc. has no control.

MSW Canadian Plastics Inc. shall have sole discretion to determine, based on reasonable criteria, whether the product is suffering from normal weathering. If the product weathers to a degree determined by MSW Canadian Plastics Inc. to be beyond normal, MSW Canadian Plastics Inc. will provide replacement material for the defective part but not including the cost of other expenses whatsoever in connection with removal or installation of either the original or the replacement product.

This warranty does not apply to products that have been painted, varnished or coated, in any manner whatsoever, over the manufacturers' original finish.

MSW Canadian Plastics Inc. reserves the right to discontinue or modify any of its products, including the colour, specification, etc. without notice, nor shall MSW Canadian Plastics Inc. be liable in the event the replacement material may vary in color or gloss in comparison to the original product as a result of normal weathering.

### OTHER CONDITIONS

This warranty replaces all other oral or written warranties, liabilities or obligations of MSW Canadian Plastics Inc. In no event shall MSW Canadian Plastics Inc. be liable for consequential or incidental damage of any kind, including any damage to the building, its contents or any person therein, resulting from the breach of this warranty. MSW Canadian Plastics Inc. does not authorize its field representatives, distributors or dealers to make any change or modification to this warranty. All purchases are subject to MSW Canadian Plastics Inc.'s Standard Terms and Conditions of Sale. This warranty is non-transferable and non-assignable.