

## ***MRJ WOOD PRODUCTS, INC.***

### **PRODUCT LIMITED WARRANTY**

The sole promise of MRJ Wood Products, Inc. ("MRJ") with respect to all products it designs, manufactures, builds, and/or assembles is found exclusively within this Product Limited Warranty.

#### **Product Limited Warranty:**

MRJ will provide a one (1) year limited warranty on all products it designs, manufactures, builds, and/or assembles. This warranty period shall begin on the original delivery date of the MRJ product.

This Product Limited Warranty assures that each MRJ product is of good materials and workmanship and is free from defects which render it unserviceable or unfit for its intended or ordinary use.

**This Product Limited Warranty is the exclusive remedy and shall operate in lieu of all other remedies, warranties, or guaranties, express or implied, irrespective of the MRJ's negligence.**

**Disclaimer of Other Warranties: This Product Limited Warranty is the only warranty provided by MRJ. All other warranties, express or implied—including any warranty with respect to fitness, merchantability, or otherwise arising from the course of dealings or usage of trade or advertising—are disclaimed or excluded.**

**Where these limitations on warranties are prohibited or otherwise altered by law, this Product Limited Warranty is disclaimed or limited to the fullest extent of the applicable law.**

This Product Limited Warranty shall not be extended, altered or varied except by a written instrument signed by an officer of MRJ. Any action taken by MRJ shall not create a new warranty nor extend the original term of this Product Limited Warranty.

MRJ makes no representation and does not intend to convey any representation regarding the useful life expectancy of any MRJ product.

#### **Conditions Which Will Void the Warranty:**

This Product Limited Warranty shall be voided in the following situations:

- The MRJ product has been stored in a damp location, or in a moist or freshly plastered building.
- The MRJ product has been subjected to abnormal heat or dryness.
- The HVAC system in the building or structure in which the MRJ product is ultimately installed has not been in operation for a sufficient length of time in order to "cure" the building or structure.
- The customer or installing contractor fails to adhere to AWI recommendations (Section 1700) for range and maintenance of relative humidity in the building or structure in which the MRJ product is ultimately installed.

- The MRJ product has not been allowed at least seventy two (72) hours to acclimatize to the job site before it is installed.
- If the MRJ product is not properly sealed on all surfaces (including the top and bottom edges).
- If the MRJ product has not been primed with an exterior enamel primer, followed by a minimum of two additional coats of exterior enamel on all surfaces of the product.
- The customer or installing contractor fails to strictly adhere to all written installation instructions provided with the MRJ product.
- The customer or installing contractor fails to strictly adhere to any MRJ product installation instructions which are made part of the design drawings or specifications for a particular project.
- If the customer or installing contractor has reduced the size of MRJ product by removing more than one half inch (1/2") from any side of the product.

#### **Conditions Not Covered:**

The following are not covered by this Product Limited Warranty, and MRJ shall have no obligation to respond to any condition which involves:

- Damages to the MRJ product due to causes which are beyond the control of MRJ (these include, but are not limited to: misuse, abuse, mishandling, fire, flood, earthquakes, hurricanes, storms, tornados, or other acts of nature).
- Damages or defects resulting from the customer's or installing contractor's failure to perform normal and ordinary maintenance on the MRJ product.
- Damages or defects resulting from non-MRJ personnel attempting to repair the MRJ product.
- Damages or defects to the MRJ product caused by over-exposure to the elements (including sunlight and/or precipitation) due to installation without sufficient protection by a roof overhang, awning, or the like.
- Damages or defects resulting from bowing or nonalignment of the frame or jamb in which the MRJ product is installed.
- Field touch up work on the MRJ product, which includes, but is not limited to: filling and touch-up of exposed on-the-job made nail or screw holes, refinishing of raw surfaces resulting from on-the-job fitting, repair of on-the-job scratches and mars, and final cleaning of the product.
- Labor and/or materials required for repairing and/or restoring any connecting surfaces and/or surfaces adjacent to the MRJ product.
- Post-delivery damage or breakage to any glass panels (for any reason) which are included in the MRJ product.
- Normal wear-and-tear, aging, corrosion, interior moisture or condensation, stress cracks, and normal weathering (including the gradual fading, lightening or darkening of any product surface).

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- Movement or shrinkage of the MRJ product of three sixteenths inch (3/16") or less (some movement or shrinkage is normal and the MRJ product's construction is designed to allow for this).
- Warp of the MRJ product within the following parameters:
  - "Warp" is defined as any distortion of the MRJ product itself and does not refer to the frame or jamb in which the MRJ product is installed. "Warp" does not include bowing, cupping or twisting.
  - To be considered Warp for the purpose of this Product Limited Warranty, the distortion must exceed one half inch (1/2").
  - If a warranty claim is made due to Warp, MRJ may defer repairing or replacing the product, at its sole discretion, for up to six (6) months from the date of the claim to allow the MRJ product to adjust to the climate where the product has been installed.

Warranty Claim Procedure:

Any claims and/or notices to MRJ under this Product Limited Warranty shall be made in writing and sent by mail or fax to:

MRJ Wood Products, Inc.  
P.O. Box 72  
Waller, Texas 77484  
Fax: (936) 931-3764

MRJ shall not be obligated to honor any warranty claims made prior to payment in full for the implicated MRJ product.

All of the MRJ's warranty obligations are contingent upon: (1) MRJ being provided proper notice of the warranty claim; and (2) the customer or installing contractor allowing MRJ a reasonable opportunity to inspect the MRJ product before it is removed from the location where it was originally installed.

Upon validation by MRJ of any warranty claim made under this Product Limited Warranty, MRJ will at its option: (1) repair the product; (2) furnish a replacement product (or if the product is no longer produced, furnish a replacement, which at the sole discretion of MRJ, constitutes a comparable replacement); or (3) refund the purchase price paid by the original purchaser of the product to MRJ.

ACKNOWLEDGED AND ACCEPTED:

By: \_\_\_\_\_  
Signature of Customer / Installing Contractor

\_\_\_\_\_  
Name / Title (Printed)

Limitation of MRJ's Liability:

MRJ shall not be liable for damage, loss or delays resulting from fire, explosion, flooding, hurricanes, the elements, or any other causes beyond MRJ's control.

MRJ shall not be responsible for any damages incurred due to inability of the building or structure to properly support the installed MRJ product, or for expense incurred in removing, replacing or refinishing part of the building or structure necessary for the installation.

MRJ shall not be liable for any present or future tax liabilities, charges or other governmental fees, or any items of equipment, labor or special test required or recommended by insurance companies, equipment vendors or governmental authorities.

**In no event shall MRJ be liable for any personal injury, lost profits, loss of use, punitive or exemplary damages, incidental damages, or consequential damages, regardless of the nature of the claim and whether or not occasioned by MRJ's negligence.**

**In no event shall the liability of MRJ exceed the purchase price of the implicated MRJ product.**

Indemnification:

The customer and/or installing contractor shall be responsible for and shall indemnify MRJ against any and all losses arising out of any willful misconduct or negligent acts, errors or omissions of the customer and/or installing contractor or those of the customer's and/or installing contractor's representatives, agents, and employees arising out of or related to MRJ's product.

The customer and/or installing contractor shall indemnify and hold harmless MRJ and all of its representatives, agents, partners, and officers from suits, actions, or claims and from any resulting costs, damages, expenses, or losses (including attorney's fees), arising out of injuries or damages sustained by persons or property by any willful misconduct, negligent acts, errors, or omissions of the customer and/or installing contractor or those of the customer's and/or installing contractor's representatives, agents, and employees arising out of or related to MRJ's product.

Dated: \_\_\_\_\_