

## **EZ Shutters Limited Warranty**

### **LIMITED INSTALLATION WARRANTY**

EZ Shutters (“Seller” or “EZ”) makes the following express Installation Warranty for Covered Installations, subject to the stated conditions and limitations. Seller warrants that all installation work performed as part of a Covered Installation will be free of installation defects for a period of one (1) year from the date of substantial completion of the original installation.

An “installation defect” is an error that significantly impairs the proper operation of the product. If Seller is given Prompt Notice (as defined below) of an Installation Defect within one (1) year from the date of substantial completion of the original installation, Seller shall, at its sole discretion either 1) furnish labor to repair any such Installation Defect (and provide replacement materials if Seller determines such materials necessary to make the repairs) or 2) refund the original purchase price of the defective product(s) including the price of installation.

### **WHO IS COVERED**

The “Buyer” is covered by this Warranty. For purpose of this Warranty, “Buyer” shall mean the individual(s) who owns and occupies the home when products are installed.

### **CONDITIONS AND LIMITATIONS APPLICABLE TO ALL COVERED INSTALLATIONS**

If Seller provided trim as part of the Covered Installation and such trim must be replaced under this Warranty, Seller shall provide reasonably suitable trim but cannot assure it will match the original trim.

The extent of coverage with respect to finishes is limited as set forth in this paragraph. If the original product or component was finished by Seller and a replacement is required because of a Product Defect (other than the finish itself) or Installation Defect pursuant to this Warranty, the product will be replaced with finish. If the finish was provided by someone other than Seller, the product or component replaced will not be finished and no coverage is provided by Seller for such finish.

Even where Seller chooses to repair or replace product, the coverage afforded by this Warranty does not include any labor or material associated with finishing space surrounding or adjacent to the repaired or replaced product (including, but not limited to, any stucco, painting, and carpentry work). Buyer is responsible for performing any finishing work to the home as a result of any warranty or servicing work, including, but not limited to, any stucco, painting, and carpentry work. Replacement product and installation provided pursuant to this Warranty shall be covered only for the remainder of the terms of this Warranty.

### **TRANSFER OF WARRANTY**

This Warranty is automatically transferred to any subsequent owner of the home on which the Covered Installation occurred. All subsequent owners (also referred to as “you” or “Buyer”) are subject to all conditions and limitations of this Warranty to the same extent and in the same

manner as the original Buyer. This Warranty applies with equal force to multiple buyers, including spouses, and the term "Buyer" is both singular and plural as the case may be.

#### LIMITATION OF WARRANTY

This Installation Warranty is the exclusive warranty for a Covered Installation. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INSTALLATION OF YOUR PRODUCTS.

#### LIMITATION OF LIABILITY

This warranty sets forth the maximum liability for the installation work. In no event (including where seller has no performance obligations due to the operation of conditions or limitations) shall seller or installer be liable for any incidental, consequential or special damages resulting from the sale, installation, service or use of any products. In no event shall the liability of seller or installer exceed the price paid for the product and installation.

#### LIMITATION OF REMEDY

The exclusive remedy of the buyer, and the sole liability of seller and installer for any and all claims, losses, injuries or damages (including claims based on breach of warranty, contract, negligence, tort, strict liability or otherwise) resulting from the sale, installation, service or use of a product or installation service, shall be, at the option of seller, repair of installation defect or product defect or return of the original purchase price. If seller provides any of the remedies identified in the installation warranty above (i.e., repair or refund), then buyer agrees that this remedy shall not have failed of its essential purpose.

#### NOTICE AND CLAIM PROCEDURES APPLICABLE TO ALL COVERED INSTALLATIONS

##### PROMPT NOTICE OF CLAIM FOR SERVICE

Seller shall have no obligation under this Installation Warranty for claims received after one (1) year, and all suits commenced after this time period shall be barred. Within the warranty period, Buyer shall notify Seller in writing immediately, and in no case more than fifteen (15) days, after any known or reasonably suspected "Installation Defect," "Product Defect" ("Prompt Notice") or other basis of a claim covered by this Warranty is discovered or should have been discovered. Any claims otherwise covered, but for which Seller did not receive written notice within fifteen (15) days from the time the problem became known, shall be barred.

##### WARRANTY CLAIM PROCEDURE

Claims under this Warranty should be made in writing to Seller as follows: EZ Shutters, 24545 Mulholland Hwy, Calabasas, CA 91302, or email at ShuttersEZ@gmail.com.

Claims should include the following information:

- Claimant's name, address, and phone number and the installation address (if different);
- A description of the product, purchase price, and the date and location of purchase, the name and other identifying information for Seller, and copies of the Agreement and any invoices;

- A description of the product or installation concerns (including photographs); and
- A brief summary of attempts made to address the concerns.

#### TRANSFERABLE FIVE (5) YEAR LIMITED MATERIALS' WARRANTY.

EZ warrants that all shutter components shall be free from excessive fading and discoloration for a period of five (5) years following the date of sale or installation by EZ. If EZ is given notice of a defect in materials or workmanship covered by this Warranty occurring within five (5) years from the date of sale or installation by EZ, EZ shall, at its sole option:

- 1) Repair or replace the defective part(s) or product(s) (with cost of labor included only within one (1) year of the date of sale or installation by EZ; or
- 2) Refund the original purchase price.

#### LIMITATIONS OF WARRANTY

All warranties are void if installed by anyone other than EZ contrary to the installation instructions provided by EZ. This Limited Warranty does not extend to the use of this product under abnormal conditions.

#### DISCLAIMERS AND EXCEPTIONS APPLICABLE TO ALL WARRANTIES

Seller is not responsible for any loss or damage due to or make any warranty commitment as to:

- Loss or damage arising from exceeding the performance parameters for the products set forth in product labeling.
- Installations, repairs or modifications performed by anyone other than Seller or someone under the control or supervision of Seller.
- Covered Installations or service that has not been paid for in full.
- Installation or product failure, or loss due to:
  - Structural settlement or movement, vibration, excessive localized heat, high in-home humidity, high moisture environments or latent defects in home.
  - Acts of God.
  - Salt spray, acid rain, or other corrosive elements.
  - Accident (including glass breakage), misuse, abuse, alterations, or improper handling, operation or cleaning (by others outside of Seller's control).
  - Improperly installed security systems or damage by security systems.
  - Failure to utilize proper maintenance or finishing practices.
  - Failing to properly seal and maintain the exposed wood portions and veneer of a product.
  - Normal wear and tear.
  - Damage and/or discoloration from sun exposure, abuse or age.
  - Any breaches, such as scratches, chips or abrasions, that have not been timely repaired.
  - Insects.
  - Variations in wood grain, color, texture or natural characteristics.

#### ENTIRE AGREEMENT

Buyer agrees there is no reliance on any statement, agreement, writing, warranty or representation, whether written or oral, other than the terms contained in this Warranty and the Agreement, and any applicable product warranties. This Warranty may only be modified upon Seller's written notice to Buyer and Buyer's consent to the proposed modification. EZ is not responsible for moving and replacing furniture and other impediments to access, Removal and replacement of window treatments/coverings, Connection and reconnection of alarm systems, Painting, Drywall Repair, Stucco Repair, any city or town associated fees, and HOA or COA approvals. EZ will not be responsible for damage due to Customer's failure to remove impediments to free and clear access to work areas. Customer shall indemnify and hold EZ harmless for all such damage to the full extent of the law.

Customer must report patent, obvious and reasonably discoverable installation defects to EZ as soon as practicable; in EZ's sole discretion, an unreasonable delay in reporting may result in a waiver of the Warranty claim.

Execution of job completion certificate listing no patent, obvious and reasonably discoverable installation defects waives all Warranty claims for installation defects.

Damage to anything other than to the shutter installation itself must be reported to EZ on the Job Completion Certificate or any such claims against EZ for collateral and incidental damage are waived by Customer, and Customer shall indemnify EZ for all such claims made by others. EZ will not be held liable for consequential damages for any reason.

Materials and Installation orders are subject to all Materials terms set forth above and all Payment terms set forth below.

#### PAYMENT

Payment terms: All orders require a 50% deposit prior to production. Remaining balance due, including extra charges, must be paid in full prior to or upon delivery, pick-up or EZ installation completion.

Order Cancellation: Written authorization is required to cancel an order within 3 days of signing the order agreement; Orders already in production are not cancellable and customer is responsible for full payment.

If installation is performed by EZ, once shutters are installed, if there is a bona-fide installation workmanship issue that requires service, the maximum amount Customer may withhold from final payment is 5% of the Final Payment amount. All withholding must be released to EZ upon resolution. If withholding is made and it is subsequently found by EZ that no bona-fide workmanship issue exists upon inspection by EZ service personnel, the amount withheld shall bear a finance charge from the date payment was due at the maximum legal rate of 24% per annum and Customer shall pay EZ for the service call at the rate of \$150.00 per hour, including service personnel travel time, in addition to the 5% withheld amount. Withholding from Final Payment for any other reason is not allowed.

Returned Checks: a 5% service fee is added to all returned and NSF checks. All returned and NSF checks must be replaced and/or satisfied within five (5) working days of notice of the check's return to EZ or service fee added shall increase to 20%.

Balances unpaid after due dates for any reason shall accrue late charges calculated at the amount of 24% per annum.

EZ reserves the right to send preliminary lien notices, record mechanics liens and engage in any and all collection procedures allowed by law.

Further, customer is liable for any and all collection expense incurred by EZ, including attorney's fees.