

Jet Products LLC
10-YEAR PRODUCT WARRANTY
Limited – Prorated – Non Transferable

1. What and Who is Covered and for How Long

Jet Products LLC (hereinafter Jet) warrants to the original purchaser of Jet Board™ product (hereinafter Product) for a period of 10 years from the date of purchase, the Product will be free from manufacturing defects, including cracking, rotting, swelling, delamination and damage from termites, when properly installed and maintained according to Jet’s published installation instructions. Should any such defect occur, Jet will pay for or provide replacement material, at its option, for the defective Product. Jet also reserves the right to refund the amount paid for the Product, subject to the pro-rationing schedule set forth herein.

For customers modifying the Product prior to final install, all cosmetic defects must be identified and claimed prior to installation. In no event, can Jet be held responsible for cosmetic defects that are identified on the final install site.

Under no circumstances and in no event shall Jet be liable for any labor charges or other expenses whatsoever in connection with the removal or installation of either the original or replacement Product.

In the event of repair or replacement under the terms of this warranty, the original warranty shall apply to the replaced or repaired product and will extend for the balance of the warranty period in effect at the time the Product proved defective. The coverage offered by this warranty is intended to cover the business that originally purchased the material not the end user of the final assembly. In the event that the Product is replaced by a similar product, no additional warranty will be provided. The warranty from the new material will apply.

If during the Warranty period, any Product proves to be defective, Jet, in its sole discretion, will replace the defective Product before it is installed, or, during the first year, reimburse the covered person for resulting losses up to the delivered cost of the defective portion of the Product. The delivered cost will be calculated as FOB port pricing and will not include country specific duties, taxes, storage, removal or inland transportation costs. During the 2nd through the 10th year, the Warranty payment will be reduced by 10% each year such that after the 10th year no warranty will be applicable.

Number of Years of Use Obtained After Installation

Jet’s Prorated Share of Warranty Obligation

Year 1

Capped at twice the retail cost of the defective portion of the Product

Year 2 through Year 10

10% reduction per year

2. Conditions of Warranty

If the original cost cannot be established by the covered person, the cost will be determined by Jet in its sole and reasonable discretion based on landed pricing to other customers with similar shipping costs. Jet’s replacement of the defective Product or granting of a refund pursuant to Section 1 of this Warranty SHALL BE THE SOLE EXCLUSIVE REMEDY available to the covered persons with respect to any defect. Jet will not refund or pay any costs in connection with labor or accessory materials. Any refund or material replacement by Jet shall constitute a full settlement and release of all claims of any covered person hereunder for damages or other relief, and shall be a complete bar to any litigation filed subsequently to the covered person’s acceptance of such agreement. The Product must be stored according to the manufacturer’s instructions at all times between purchase and installation. The Product must be installed according to Jet’s published installation instructions and all building codes adopted by federal, state or local governments or government agencies applicable to the installation. Failure to install and finish the Product per the manufacturer’s published instructions may affect Product performance and void the Warranty.

3. What the Customer Must Do

- The claimant must provide proof that he/she is a covered person and notify Jet in writing within 30 days after discovery of any claimed defect or failure covered by this Warranty and before beginning any permanent repair.
- The claimant must provide proof of the date of purchase and installation, as well as proof of property ownership. All notifications should be sent to: Jet Products, Attn: Warranty Claims, 2207 Concord Pike #640, Wilmington, DE 19803.

- Upon discovery of a possible defect or failure, the covered person must immediately, and at the covered person's own expense, provide protection of all property that could be affected until the defect or failure is remedied.
- The property owner will be required to submit a sample and photographs of the defective material to Jet for analysis. Jet will then investigate the claim and examine the material claimed to be defective.
- If requested, the property owner must provide access for examination by an agent of Jet. If a defect covered by this warranty is confirmed, Jet, within a reasonable amount of time after the inspection, will repair or replace the Product, or refund the original purchase price of the defective Product, pursuant to the terms of this warranty.

4. 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, shipping, storage or installation of the Product.
- Improper application or application not in strict adherence to Jet's written application instructions.
- Improper installation of studs or other accessories.
- Settlement or structural movement and /or movement of materials to which the Product is attached.
- Damage from incorrect design of the structure.
- Exceeding the maximum designed wind loads.
- Use of accessories that do not properly receive and/or secure the Product.
- Impact of foreign objects, fire, earthquake, flood, lightning, hurricane, tornado, severe weather (including, but not limited to, unusual climate conditions) or other casualty or act of God.
- Efflorescence or performance of any paints and/or coatings which are not Jet and/or Jet affiliate applied.
- Growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether on the exposed or unexposed surfaces) and in this respect, any claims of damage caused by mold or mildew are expressly excluded.
- Lack of proper maintenance or any cause other than manufacturing defects attributable to Jet.

Jet will have no responsibility hereunder for defective Product subjected to further processing or alteration after shipment.

Jet reserves the right to discontinue or modify any of its Products without notice to the property owner/ consumer and shall not be liable as a result of such discontinuance or modification. If Jet replaces any material under this warranty, it may substitute Product designated by Jet to be of comparable quality or price range in the event the Product initially installed has been discontinued or modified.

5. Other Conditions

IN NO EVENT WILL JET BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSONS THEREIN, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

THIS WARRANTY REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF JET. PERTINENT STATE LAW SHALL CONTROL FOR WHAT PERIOD OF TIME FOLLOWING THE SALE A PROPERTY OWNER/CONSUMER MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL JET BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS, OR ANY PERSONS THEREIN, RESULTING FROM THE BREACH OF THE WARRANTY. NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER OF JET IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON, OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state.

