

LIMITED WARRANTY

Subject to limitations and exclusions below, Home Brands, Inc., dba Quality Outdoor Structures (“QOS”), warrants to the original purchaser (the “Buyer”) of each new QOS product (the “Product”) that each Product shall be free of structural defects for the period of time specified on product brochure (at the time of purchase). Also subject to these same limitations, QOS warrants to the Buyer that the shingles on each new product shall be free from defects in material for the period specified by the shingle manufacturer.

During the period of this Limited Warranty, QOS will remedy defects by repairing or replacing (at the discretion of QOS) the defective materials, in accordance with the stipulations and parameters of this warranty. All inquiries for conditions not covered under this Limited Warranty requiring a service call will be assessed a Home Service Charge per home visit in addition to the cost of the repair materials and labor.

Notification: The Buyer must notify QOS directly of any claims under this Limited Warranty within seven (7) days following the discovery of the problem.

Right to Inspect and Timing : QOS shall have a reasonable time after notification to inspect the Product. The Buyer shall provide QOS or its agents, contractors, or subcontractors with reasonable access to the location where the Product was installed for purposes of inspection. If requested by QOS, the Buyer must complete and deliver to QOS, at the Buyer’s expense, photographs of the product and area where the Product was installed. If reasonable access is denied or made subject to unreasonable conditions by the Buyer, or if the Buyer fails or refuses to reasonably cooperate in QOS’s investigation of the claim (such as failing to provide photographs and or written documentation of the claim), QOS’s obligation under this Limited Warranty shall immediately terminate. If QOS determines there are defects covered by this Limited Warranty, QOS will have up to ninety (90) days after receipt of notification to process the Buyer’s claim. It is the responsibility of the Buyer to perform a thorough inspection of all structures and report any concerns regarding quality or workmanship to Home Installation Professionals within 7 days of the installation date. Issues regarding quality or workmanship reported beyond 7 days of installation will be processed as Warranty Claims and determination of coverage will be made based on the terms of this warranty.

Exclusions From Coverage: In addition to the exclusions noted elsewhere herein, this Limited Warranty does not extend to, nor shall QOS be liable under any circumstances for: (a) any issue derived from the natural tendencies or characteristics of wood including, knots, splits, warps, shrinking, swelling, discoloration, mold or mildew; (b) wall siding, trim, windows, screens, doors, hinges, latches, or other hardware; (c) any defects caused or aggravated by or resulting from fire, flood, wind or wind leading to shingle blow-off or other damage, natural disasters, pests, misuse, excessive use, overloading, natural deterioration, rot, or neglect; vandalism or theft (d) repairs or damages to property stored in or around the Product or damage to any building, either exterior or interior, or any property contained therein, or damages to property of any kind whatsoever; (e) personal injuries or death; (f) defects caused by or aggravated by or resulting from improper installation or assembly except where the installation or assembly has been performed by QOS or its authorized representatives; (g) any damage or adjustments needed or resulting from the natural settling or shifting of the structure on its blocks or foundation or otherwise attributable to subsurface conditions; and (h) defects caused or aggravated by or resulting from any repair, modification, alteration or adjustment not performed by QOS or its authorized representatives.

The repair or replacement of any defect shall not create a new period of warranty or extend the original warranty period.

This Limited Warranty shall not apply to any defect resulting from the failure of the purchaser to follow the recommendations for care and maintenance as set forth in the documentation received from the company or available for your review on the company website. This documentation mandates that all products requiring paint or stain must be properly prepared and treated within 60 days from the delivery date and repeated in accordance with the guidelines set forth by the stain/paint manufacturer. Discoloration is normal and will be visible on all surfaces that require painting or staining the longer the products sit unfinished.



LIMITED WARRANTY

THE SOLE REMEDY UNDER THIS WARRANTY AND THE SOLE REMEDY FOR QOS's LIABILITY OF ANY KIND WITH RESPECT TO PRODUCTS OR SERVICES PROVIDED HEREUNDER BY QOS SHALL BE LIMITED TO THE REMEDY PROVIDED HEREIN. QOS's LIABILITY FOR DAMAGES, REGARDLESS OF THE FORM OF THE ACTION(S), SHALL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY THE BUYER FOR THE DEFECTIVE PRODUCT. DETERMINATION OF THE SUITABILITY OF THE GOODS FOR THE USE CONTEMPLATED BY THE BUYER IS THE SOLE RESPONSIBILITY OF BUYER. BUYER AGREES THAT QOS SHALL NOT BE LIABLE FOR PERSONAL INJURY OR DEATH OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR FOR SPECIFIC PERFORMANCE OR FOR ANY LOSS OF PROFIT, REVENUE OR DATA, EVEN IF QOS SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. QOS SHALL NOT BE LIABLE FOR ANY CLAIM AGAINST BUYER BY ANOTHER PARTY. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, QOS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE, where such disclaimer is prohibited by State law or with respect to applicability of the Magnusson-Moss Warranty Act and related regulations promulgated by the Federal Trade Commission. However, the duration of any implied warranty found to apply under the Magnusson-Moss Warranty Act shall not extend further than the duration of this Limited Warranty.

NO REPRESENTATIVE, EMPLOYEE OR OTHER AGENT OF QOS, HAS AUTHORITY TO ASSUME FOR QOS ANY ADDITIONAL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THE PRODUCT, EXCEPT AS EXPRESSLY DESCRIBED ABOVE. THIS LIMITED WARRANTY APPLIES TO SALES OF THE PRODUCTS ON OR AFTER APRIL 1, 2006 AND SUPERSEDES ALL PREVIOUSLY PUBLISHED WARRANTIES.

This Limited Warranty will become active once the "Customer Questionnaire" and the "Installation-Customer Approval" documents have been completed, signed and received by QOS. Warranty becomes effective from the installation date of such product.