



# FUSIONTHP PANELS LIMITED WARRANTY

This warranty is provided by Amerimax Building Products, Inc. (Amerimax) to its customers for FusionTHP Panels and covers the RV Manufacturer and the Original Purchaser (nontransferable) of the vehicle manufactured on or after April 15, 2006.

#### WHAT IS COVERED AND FOR HOW LONG

Subject to the specific exclusions and limitations set forth below, Amerimax warrants that its FusionTHP Panels shall not delaminate under normal conditions. Delamination is defined as the measurable separation of the fiberglass laminate from the lauan substrate. Amerimax further warrants that the surface of the FUSIONTHP Panels will remain free of exposed fibers, rust, rot and corrosion. Panel delamination and surface integrity shall be warranted for two (2) years or 20,000 miles from the date of retail sale, whichever occurs first.

FusionTHP Panels used for rental or lease, or used on Class A or Class C motorhomes are not covered under this warranty.

### WHAT AMERIMAX WILL DO

Upon proper notification of a valid warranty claim, Amerimax will (at its option): (1) repair the affected panels; (2) replace the affected panels; or (3) pay the cost of reasonable labor and parts to repair or replace affected panels. For the purpose of this warranty, parts are strictly defined as either the materials necessary to repair the panel finish, or in the case of replacement, the FusionTHP Panels.

#### **EXCLUSIONS**

This warranty does not cover claims relating to the following: Blistering, crazing, thermal fatigue cracking, chalking, fading, discoloration, mildew, wood separation, and core voids. This warranty does not cover vehicle depreciation or transportation costs. Damages or failure of FusionTHP Panels caused by conditions or handling beyond Amerimax's control are not covered by this warranty, including, but not limited to, (1) damage to the panels resulting from vandalism, accident or misuse including direct impact or scoring of the panel which affects surface integrity; (2) damage caused by installation not conforming with commonly accepted industry standards; (3) premature discoloration or fiber exposure caused by a improper care or maintenance; (4) normal fading, chalking, and discoloration of the gel coat surface caused by UV and atmospheric conditions; (5) post cure, an irregular surface caused by excessive heat; (6) failure of the gel coat surface due to the use of improper cleaning agents; (7) failure of the panel due to flaws in the vehicle frame; (8) abnormal use of the vehicle subjecting the panel to excessive wear and tear; (9) discoloration caused by glues, sealants, trim, or other products installed on or near the panel; (10) any damage including, but not limited to, blistering, cracking, crazing, chalking, fading, discoloring, delaminations, or degradation caused by heat build up as a result of the application of dark colors to the panels; (11) stress cracking; and (12) lightning, earthquakes, hurricanes, tornadoes, hail, fire or other acts of God.

## **LIMITATIONS**

THE FOREGOING SHALL CONSTITUTE AMERIMAX'S SOLE AND EXCLUSIVE LIABILITY IN CONNECTION WITH THE PURCHASE OR USE OF FUSIONTHP PANELS. THIS WARRANTY IS IN LIEU OF ALL OTHER WRITTEN AND ORAL, EXPRESS OR IMPLIED WARRANTIES AND AMERIMAX EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ANY IMPLIED WARRANTIES, THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY UNLESS A SHORTER PERIOD IS PERMITTED BY LAW.

YOUR REMEDY FOR DEFECTIVE MATERIAL IS FULLY DESCRIBED IN THE PRECEDING SECTION "WHAT AMERIMAX WILL DO". YOU ARE NOT ENTITLED TO ANYTHING MORE THAN WHAT IS DESCRIBED IN THAT SECTION. AMERIMAX IS NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. Any representations or promises inconsistent with or in addition to this warranty are unauthorized and shall not be binding on Amerimax.

This warranty only covers the RV Manufacturer and the Original Purchaser (nontransferable) of the vehicle manufactured on or after April 15, 2006.

THIS WARRANTY IS GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, EXCLUDING ITS CONFLICT OF LAWS RULES.

# **HOW TO MAKE A CLAIM UNDER THIS WARRANTY**

Buyer must, within 30 days of discovery of the purported defect which the claim relates, send written notification of such defect by certified mail to:

Amerimax Building Products, Inc. Warranty Department 5208 Tennyson Parkway, Suite 100 Plano, TX 75025