

### 10 YEAR RESIDENTIAL WARRANTY

Pannello XL comes with a 10-year warranty for residential use. The warranty covers the original product's shape and size, durability, flatness, stability under heat and light exposure, and water resistance. The warranty period begins on the date of purchase and is non-transferable, applying exclusively to the original purchaser. Any subsequent owners are not entitled to warranty coverage.

Manufacturer of Pannello XL warrants to the original purchaser that the wall panels will be free of manufacturing defects, and the surface will not stain or fade from sunlight or artificial light throughout the life of the product when used under normal residential conditions.

If the product stains or fades, Pannello XL will at its option replace or refund the portion of the wall panel in question as covered under this warranty. This warranty does not cover labor, unless professionally installed, nor any other incidental expenses incurred as a result of covered defect. Should the original wall panel be discontinued, Pannello XL will replace the defective material with a Pannello XL wall panel of equal value.

This warranty is exclusive to the original purchaser and in lieu of all other warranties, expressed or implied, and all other remedies, guarantees or liabilities arising by law or otherwise.

**The Warranty shall be deemed null and void if Pannello XL wall panels are not installed in strict accordance with the manufacturer's installation instructions, applicable local building codes, and all relevant ordinances.**

### Warranty Exclusions

Pannello XL is intended for residential use only. The owner/installer must inspect the color, finish, and quality of the wall panels prior to installation. Pannello XL is not responsible for labor costs incurred for wall panels installed with visible defects. **This warranty does not cover damage caused by improper installation, negligence, water erosion, abrasion, extreme heat or temperature, cleaning care or maintenance contrary to written instructions provided by**

**Pannello XL.** This warranty does not cover physical abuse or misuse, indentation, scratching, impact, cutting, freight damage, alteration or any wear or damage caused by acts of God. This warranty does not apply if product is installed in areas contrary to the recommendations of Pannello XL, including, but not limited to, exterior or commercial applications. In principle, the products are only suitable for indoor use, unless expressly stated otherwise on the insert with the product. The panel is warranted to be 100% waterproof and the structural integrity of the panel itself will not be significantly diminished by exposure to water for the life of the product.

While moisture will not affect the panel's integrity, it is probable that, when excessive moisture accumulates in buildings or on building materials, mold and/or mildew growth can occur (particularly if the moisture problem remains undiscovered and unaddressed). **The moisture warranty excludes damage resulting from mold and/or mildew growth due to prolonged exposure to moisture. Pannello XL only guarantees that the panels themselves are waterproof.** Making each joint between the panels waterproof is the installer's responsibility and consequently **Pannello XL cannot be held liable for any damage resulting from failure to properly seal joints between the panels or surrounding trim** (see installation instructions regarding application of silicone in wet areas).

For the 10-year Residential warranty, if a claim is made and approved after 1 year of purchase, Pannello XL will pay a prorated percentage of material cost, determined by the number of years from the date of purchase and the remaining period up to 10 years. For example, if the claim is made 2 years after the original purchase, then Pannello XL will pay 80% (8/10th) of the material. If the claim is made 5 years after the purchase, Pannello XL will provide you, then Pannello XL will pay 50% (5/10th) of the material. If professionally installed, reasonable labor may be paid for claims within 36 months from the date of receipt. No labor will be paid after 36 months.

Pannello XL excludes and will not pay incidental or consequential damages under this warranty. By this we mean any loss, expense, or damages other than to the wall panels itself that may result from a defect in the wall panels. No implied warranties extend beyond the term of this written warranty. Pannello XL assumes no liability for incidental or consequential damages. Some states do not allow the exclusion of limitation for incidental or consequential damages. In that case, these exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state- such as in California the applicable warranty period may begin on the date of delivery. Pannello XL reserves the right to have a representative inspect the wall panels and remove samples for additional evaluation if needed. No installer, retailer, agent or employee of Pannello XL has the authority to increase or alter the obligations or limitations of this warranty.

### **For Warranty Service**

To make a claim, you may:

- 1) Contact your Pannello XL retailer no later than 30 days after the discovery of the defect. Proof of purchase is required. Your retailer will assist in coordinating a resolution of your claim. OR:
- 2) Contract a certified independent inspector. The inspector should submit a copy of the inspection report directly to your Pannello XL retailer for consideration. Note that while independent inspections are credible and usually reliable, the final decision rests solely with Pannello XL. Only certified inspectors approved in writing, in advance by Pannello XL will be considered.