

SimpleTread WARRANTY

LIFETIME LIMITED WARRANTY

Moulure Alexandria Moulding limited lifetime warranty is provided at no cost to the original purchaser and covers any defect in workmanship, with the exceptions stated below, for the lifetime of the product.

Moulure Alexandria Moulding warrants to the "Qualified Owner" (as defined below) that its SimpleTread products (the "Covered Products") are manufactured in accordance with industry standards and will, as manufactured, be free from defects in workmanship for the expected life of the structure in which they are installed. A "Qualified Owner" is the original purchaser of a newly built structure (the "Structure") in which the SimpleTread are installed or, in the case of the remodeling of an existing structure (also a "Structure"), the owner of the Structure at the time that the SimpleTread are installed. This warranty applies to SimpleTread that are selected, purchased, handled and installed after January 1, 2015 in accordance with Moulure Alexandria Moulding's installation instructions for the SimpleTread. This warranty is not transferable and is limited to structures located within the continental United States of America and Canada.

WARRANTY CLAIM PROCEDURE, CONDITIONS AND EXCLUSIVE REMEDIES

To make a warranty claim, the Qualified Owner must give Moulure Alexandria Moulding written notice no later than thirty (30) days after discovery of any defect and, in addition, must give Moulure Alexandria Moulding an additional thirty (30) days thereafter to inspect the SimpleTread(s) before any alteration or repair is made. Failure to follow this procedure will result in the warranty claim being disallowed.

If Moulure Alexandria Moulding's inspection confirms that a manufacturing defect exists, Moulure Alexandria Moulding, at its sole option, will either repair the defective SimpleTread, provide a replacement SimpleTread, or reimburse actual purchase price paid by the Qualified Owner for the defective SimpleTread(s). Labor costs incurred in removing the defective SimpleTread or installing the replacement are not covered by this Warranty. This Warranty is not transferable to any other person or entity and is the sole and exclusive Warranty provided by Moulure Alexandria Moulding.

These remedies are Moulure Alexandria Moulding's only obligation for and, in addition, are the Qualified Owner's sole and exclusive remedies for any breach of warranty. Any defect in or damage to a SimpleTread resulting in whole or part from the following conditions is NOT Moulure Alexandria Moulding's responsibility and is NOT covered by this Warranty and this Warranty shall automatically become null and void, for the following reasons:

- a. improper installation
- b. improper climatization
- c. causes other than normal use conditions such as improper storage, handling, use, maintenance or installation; impact with other objects; earthquake, flood, fire, acts of God or nature; or any other cause beyond Moulure Alexandria Moulding's control;
- d. exposure or handling that is not consistent with good practice in the building industry, including misuse and abuse and contact with or exposure to abnormal levels of moisture;
- e. accident; or
- f. termites, mold, mildew, fungi, algae, moss, bacterial growth, decay, rot or similar conditions.

In the event of discontinuance of SimpleTread, warranty support is limited to five (5) years from the announcement of discontinuance.

DISCLAIMER OF WARRANTIES

THIS WARRANTY IS EXCLUSIVE AND THE SOLE WARRANTY GIVEN BY Moulure Alexandria Moulding WITH RESPECT TO THE COVERED PRODUCTS. Moulure Alexandria Moulding MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. MOULURE ALEXANDRIA MOULDING NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO ASSUME (INCLUDING ANY DISTRIBUTOR, BUILDER OR INSTALLER), ANY OTHER OBLIGATION OR LIABILITY OR TO MAKE ANY ADDITIONAL WARRANTY IN CONNECTION WITH THE SALE, INSTALLATION OR USE OF SIMPLETREAD.

LIMITATION OF REMEDIES AND DAMAGES

UNDER NO CIRCUMSTANCES WILL Moulure Alexandria Moulding BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF OR IN ANY WAY RELATED TO A CLAIM FOR BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, DAMAGE TO THE STRUCTURE IN WHICH THE SimpleTread(S) IS (ARE) INSTALLED, DAMAGE TO OTHER PROPERTY, AND LOSS OF USE OF THE SimpleTread PRODUCTS OR OTHER PROPERTY. ANY ACTION OR SUIT RELATING TO THE SimpleTread PRODUCTS MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES. THE EXCLUSIVE REMEDY UNDER THIS WARRANTY IS LIMITED TO THE EXPRESS REMEDY SET FORTH ABOVE. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN OFFICER OF Moulure Alexandria Moulding.

Some States and Provinces do not allow limitations on how long an express warranty lasts, or do not allow for the exclusion or limitation of special, incidental or consequential damages, so the above limitations or exclusions may not apply to the Qualified Owner. This limited warranty gives the Qualified Owner specific legal rights, and other rights which vary from state-to-state or province-to-province.

All questions concerning the meaning or applicability of this limited warranty are to be decided under the province of Ontario without reference to choice-of-law rules. For more information regarding this warranty or Moulure Alexandria Moulding Products, or to make a warranty claim, please contact: Moulure Alexandria Moulding, 20352 Power Dam Rd, Alexandria, ON, Canada K0C 1A0 (613) 525-2784.