

# *extrusion warranty*

## LAPLAYA® SHUTTERS EXTRUSION WARRANTY

Warranty. ITA, Inc. ("ITA") warrants that the LaPlaya® Shutter Extrusions supplied by ITA, consisting of the frame or frame components, stiles, and louvers for an entire shutter unit supplied by ITA and assembled by an authorized fabricator as an entire shutter unit, will be free from manufacturing defects resulting in peeling, blistering, flaking, checking, crazing, rotting or corroding, under normal use and service conditions, for a warranty period of ten (10) years from the date of extrusion, subject to the exclusions and limitations of this warranty.

Remedies. In the event of breach of ITA's warranty, ITA will supply a replacement for the defective Extrusion, repair the defective Extrusion, or refund the purchase price paid by Customer for the defective Extrusion, as ITA may elect. ITA's total costs incurred (including costs to ITA to replace or repair defective Extrusions for the shutter unit) shall be limited to the amount paid by the CUSTOMER for the original shutter unit with which the Extrusion was used. Any replacement or repaired part will be warranted in accordance with this warranty for the balance of the warranty period for the original part.

Exclusions and Limitations. ITA does not warrant against: (a) normal weathering which will cause any colored surface to gradually fade, chalk or darken, (b) any condition attributable to the design provided by CUSTOMER, to the handling or installation of Extrusions, or the manufacture or installation of shutter units with which the Extrusions are used, by CUSTOMER or third parties, or to the failure to properly care for the Extrusions or the shutter units with which the Extrusions are used, or (c) with respect to surfaces of Extrusions not cap stocked or coated with a weatherable exterior coating at the time of supply by ITA, any condition attributable to the failure of such surfaces. ITA also does not warrant any non-ITA components or coatings that are attached or applied by CUSTOMER or any third party to the Extrusions, the manner in which any such component or coating is attached or applied, or any condition attributable to such component or coating or the manner in which it is attached or applied, and CUSTOMER acknowledges that if any frame, frame components, stiles, louvers or other primary components of the shutter unit are produced by another manufacturer, or any paint or other coating other than those of ITA are applied to any Extrusion, then all of ITA's warranties will be voided and CUSTOMER and/or any other customer, installer and/or user of the Extrusion will assume all liability for any damage, injury or loss suffered by any of them arising out of any of these unauthorized modifications.

ITA DOES NOT GRANT, AND HEREBY DISCLAIMS, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS FOR A SPECIFIC PURPOSE AND WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. ITA disclaims any and all warranties for defects that are obvious upon inspection by CUSTOMER either if CUSTOMER fails to make such inspection prior to use or if CUSTOMER makes such inspection and fails to inform ITA of such defect within a reasonable time.

THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THE WARRANTIES SPECIFICALLY HEREIN AND STATED IN THE AGREEMENT, IF ANY, WITH ITA. ITA's warranty is made solely to CUSTOMER and its end-users of the Extrusion's original installation, and excludes coverage for any Extrusion that is moved to a new location and is not otherwise assignable or transferable. Any warranty offered or granted by CUSTOMER to any customer, installer, or user of the Extrusion shall be the sole responsibility of CUSTOMER. The costs of deinstallation and reinstallation of a replaced or repaired Extrusion, and the shutter unit with which the Extrusion is used, shall be borne by CUSTOMER or its customers or users. The remedies of this warranty set forth CUSTOMER's sole and exclusive remedies for breach by ITA of its warranty.

UNDER NO CIRCUMSTANCES SHALL ITA HAVE ANY LIABILITY ARISING OUT OF OR IN CONNECTION WITH ANY AGREEMENT WITH ITA, THE EXTRUSIONS, PURCHASE ORDERS PLACED WITH ITA FOR LAPLAYA® SHUTTER EXTRUSIONS OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES. UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF ITA, ON AN AGGREGATE BASIS, ARISING OUT OF OR IN CONNECTION WITH ANY AGREEMENT WITH ITA, THE EXTRUSIONS, OR PURCHASE ORDERS PLACED WITH ITA FOR LAPLAYA® SHUTTER EXTRUSIONS, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO ITA FOR SUCH LAPLAYA® SHUTTER EXTRUSIONS, REGARDLESS OF WHETHER SUCH LIABILITY IS ASSERTED ON THE GROUNDS OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, FAILURE OF ESSENTIAL PURPOSE OR UNDER ANY OTHER THEORY OF LIABILITY OR OTHERWISE. Such damages include but are not limited to loss of profits, loss of use of the goods, damage to property, and claims of third parties.

This warranty does not apply to any coating that may be applied to the Extrusions.

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