

SCHEDULE A
LIMITED LIFETIME WARRANTY

Creative Polymer Solutions, LLC (“Creative Polymer”), subject to the terms and limitations contained herein, warrants to the purchaser (the “Customer”) that the products delivered hereunder shall be free from material and workmanship defects under normal use, service and installation and shall conform to Creative Polymer’s published specifications for the life of the building.

Notwithstanding anything to the contrary contained herein, this warranty shall only apply to product(s) installed by authorized contractors using trained applicators applying the product(s) in accordance with Creative Polymer’s published specifications. CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS CONTRACTOR MEETS THE REQUIREMENTS OF THIS PARAGRAPH. IN THE EVENT CUSTOMER FAILS TO SATISFY THE REQUIREMENTS OF THIS PARAGRAPH, THE LIMITED LIFETIME WARRANTY PROVIDED HEREUNDER BY CREATIVE POLYMER SHALL BE NULL AND VOID.

This warranty shall become effective only after Customer’s registration of the same with Creative Polymer’s warranty department with sixty (60) days of product installation, which can be reached at the following address, or via email at warranty@creativepolymer.com:

Creative Polymer Solutions
2720 Southeastern Circle
Birmingham, AL 35215
Attn: Warranty Registration

In the event Customer intends to make a claim under this warranty, Customer must notify Creative Polymer in writing of the defect promptly following its discovery and must submit, in writing, proof of the date of purchase, the name of the contractor that installed such product(s), the installation date, location of installation, and photos with a description of the circumstances under which the defect occurred or was first noticed.

Limitations. EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, PERTAINING TO THE PRODUCTS. CREATIVE POLYMER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CREATIVE POLYMER BE LIABLE TO ANY PURCHASER, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, CUSTOMERS OR ANY OTHER THIRD PARTY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF REVENUE OR LOSS OF PROFIT, IN CONNECTION WITH OR ARISING OUT OF THE PRODUCTS OR THE EXISTENCE, FURNISHING OR FUNCTIONING OF ANY ITEM OR SERVICES PROVIDED OR FROM ANY OTHER CAUSE, INCLUDING WITHOUT LIMITATION CLAIMS BY THIRD PARTIES, EVEN IF CREATIVE POLYMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CREATIVE POLYMER’S SOLE LIABILITY OF ANY KIND, WHETHER IN WARRANTY, CONTRACT OR NEGLIGENCE GROUNDS, WITH RESPECT TO THE PRODUCTS FURNISHED UNDER THE AGREEMENT SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PARTS OR PRODUCTS; PROVIDED, HOWEVER, THAT (A) CREATIVE POLYMER’S WARRANTY SHALL NOT EXTEND TO ALTERED PRODUCTS OR EQUIPMENT OR CONSUMABLE PARTS; (B) CREATIVE POLYMER SHALL BE UNDER NO OBLIGATION TO MAKE REPAIRS OR PROVIDE REPLACEMENTS NECESSITATED IN WHOLE OR IN PART BY

THE FAULT OR NEGLIGENCE OF THE USER OR ANY THIRD PARTY, IMPROPER OR UNAUTHORIZED INSTALLATION OR USE OF PRODUCTS, USE OF PRODUCTS IN A MANNER FOR WHICH THEY WERE NOT DESIGNED OR INTENDED, USE OF PRODUCTS BY PERSONS NOT SKILLED OR TRAINED TO USE THE PRODUCTS, USE OF PRODUCTS IN OR WITH EQUIPMENT NOT PROPERLY SUITED OR MAINTAINED TO USE THE PRODUCTS, OR BY CAUSES EXTERNAL TO THE PRODUCT; AND (C) CREATIVE POLYMER WILL NOT BE LIABLE FOR ANY COSTS ASSOCIATED WITH THE REMOVAL OR INSTALLATION OF ITS PRODUCTS.

SOME STATES, CONNECTICUT, KANSAS, MAINE, MARYLAND, MASSACHUSETTS, MINNESOTA, MISSISSIPPI, NEW HAMPSHIRE, VERMONT, WASHINGTON, AND WEST VIRGINIA DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

To the extent that any provision of this warranty contravenes the law of any jurisdiction, such provision will not be applicable to that jurisdiction. However, the remainder of the warranty will not be affected.