



LIMITED WARRANTY

1. Product Warranty

North American Machines of Colorado, Inc. (“NAMC”) dba TruLog® warrants that the Print Coil Coating System, including primer, backer, base coat, print coat, and clear coat applied to its TruLog® steel siding, if used as intended, for a period of forty (40) years from the date of installation, (a) will not peel, crack, or check, in vertical applications only (except for such crazing that may occur on tightly roll-formed edges and brake bends); (b) will not chalk in excess of a numerical rating of eight (8) for a period of thirty (30) years from date of installation, in vertical applications only, when measured in accordance with the standard procedures outlined in ASTM D-4214; and (c) The print system will maintain a uniform appearance and be visually detectable, from a distance of ten (10) feet under exterior daylight conditions, after outdoor exposure for thirty (30) years to natural sunlight and weathering. Due to the pattern of the print system, color fade cannot be quantified numerically in a warranty. ***For covered product, NAMC will, at its sole option, repair or replace the failing product or make a pro rata refund of the initial purchase price for the defective portion of the product.*** The paint portion of This TruLog® Limited Warranty (the “TruLog Warranty”) is supported by NAMC’s paint supplier. The TruLog Warranty is subject to the following terms and conditions.

2. Warranty Registration

To better serve our customers, this TruLog Warranty must be registered. The Certification and Registration Card attached must be completed, signed by the contractor and owner, and mailed to North American Machines of Colorado, Inc. d.b.a TruLog, 20684 Niobrara Blvd., La Salle, CO 80645 within thirty (30) days after completion of the installation. The owner is responsible for submitting this information to the company. Failure to do so will release NAMC of all obligations hereunder, and render the property owner’s rights under this warranty null and void. Any protections of NAMC will still apply.

3. Warranty Service

This TruLog Warranty is extended to the registered property owner only and will last for the periods described in the Product Warranty section. If the product exhibits a defect covered by the TruLog Warranty, the registered property owner must make a claim in writing by registered or certified mail, within the warranty period and within thirty (30) days following discovery of the defect, to North American Machines of Colorado, Inc. d.b.a TruLog, Warranty Service Department, 20684 Niobrara Blvd.,

La Salle, CO 80645, describing the defect and providing the homeowner's name, property address, date of installation, and a copy of the Registration Card. Failure to provide this notice as required will constitute an absolute waiver and release of all claims the property owner may have, and NAMC will have no liability, under this warranty or otherwise, for that claimed defect. As a condition to any claim under this TruLog Warranty, NAMC and its agents must be provided access to the products for inspection, testing, repair and/or replacement. *Reasonable time should be allowed for inspection, repair, or replacement purposes. This TruLog Warranty covers material only, not labor. If NAMC, in its sole discretion, determines to replace any defective portion of its product, and if the product as originally installed is no longer available, NAMC will have the right to substitute product that, in its determination, is of equal quality. A color variance may occur between any new replacement product in comparison to the originally installed product due to weathering exposure and is not indicative of a defective product. If, at NAMC's sole option, a refund is conveyed to the property owner, the warranty will terminate. Any refund will be limited to the original purchase price of the NAMC product.*

4. Warranty Limitations

There are no other warranties other than the express warranty stated herein. No employee, representative, or agent of NAMC, nor any other person, including any installer, contractor, or applicator, has the authority to modify or expand this TruLog Warranty, to waive any limitations, conditions, or exclusions, or to assume or incur on behalf of NAMC any obligation or liability in place of or in addition to the warranty. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. IN ANY EVENT, ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN. THE REPAIR, REPLACEMENT, OR REFUND PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. NAMC WILL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOST PROFITS, LABOR COSTS, OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, BREACH OF THIS AGREEMENT, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED, AND EXCLUDED. UNDER NO CIRCUMSTANCES WILL NAMC'S LIABILITY FOR ANY DEFECT IN THE GOODS, WHETHER BASED ON CONTRACT, TORT, WARRANTY, OR ANY OTHER THEORY, EXCEED THE PURCHASE PRICE OF THE PRODUCTS. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS. THESE PROVISIONS PROVIDE SPECIFIC LEGAL RIGHTS AND LIMITATIONS. SOME MAY NOT APPLY BASED ON STATE OR FEDERAL LAW, AND OTHER LEGAL RIGHTS MAY EXIST. THE CUSTOMER OR OWNER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR OR REGISTRATION OF THE PRODUCT SIGNIFIES THAT CUSTOMER OR OWNER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS.

5. Additional Consumer Rights

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SUCH A LIMITATION MAY NOT APPLY TO YOU. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THAT LIMITATION OR EXCLUSION 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.

6. Warranty Exclusions

This TruLog Warranty applies only to TruLog building products installed in the fifty (50) United States and District of Columbia. *The warranty does not cover any other costs, damages, defects, or failures, including without limitation those caused by occurrences beyond NAMC's control, such as settlement of a structure, failure of the structure (including foundations and walls), use of incompatible accessories, faulty or improper installation (including the use of improper saw blades in cutting the siding), any re-installation of the products, normal weathering, use of harsh or abrasive chemicals, chemical pollutants, corrosive or finish-damaging conditions, extraordinary fading, animals, fire, flood, lightning, windblown objects, falling objects including hail, earthquake, hurricanes, corrosive atmospheres such as those contaminated with chemical fumes, pollution, acid rain, or salt spray, either directly applied or in the atmosphere, atmospheric conditions or weather of catastrophic nature as defined by the U.S. Weather Bureau, other acts of God, war, vandalism, attachment/adherence of items such as, but not limited to, solar panels or a satellite dish to the product, intentional or negligent acts, unreasonable use, or failure to provide prescribed or reasonable maintenance. Cracking or slight cracking that occurs on tightly roll formed edges or break bends of severe embossing is accepted as standard, not defective.*

When installing the product, should any of the product need to be cut to fit around door frames or the structure of the house, a ferrous metal cutting blade **MUST** be used. Use of an improper cutting blade will cause the product coating to heat up and compromise the integrity of the product. Any improper use of non-ferrous metal cutting blades will void this TruLog Warranty.

As a condition of coverage, an owner must comply with the following maintenance obligations: (a) due to dirt or other substances that may build up around or on the products, annual spray cleanings with a garden hose must be performed to help maintain performance excellence, and (b) additional periodic cleaning may be required in regions where excessive tree sap, hardwood tree tassels, and/or pine resin are prevalent. The geographic location, the quality of the atmosphere, and other local factors over which NAMC has no control, may contribute to the severity of conditions. *As with all standard coating warranties, industry standards and best practices, products are not suggested for use within 1500 feet of salt water or salt-spray and are not warranted within these distances. Installing next to treated lumber, use with dissimilar metals, or painting the specially coated product will void the TruLog Warranty.* Normal weathering and the natural aging process may cause the colored surface to uniformly fade, darken, chalk, or acquire a surface accumulation of dirt and stains, so these conditions are not covered except as stated here. Non-uniform fading and color change resulting from unequal exposure of the building products to the sun, elements, or other things outside NAMC's control are not covered. In the event of hail damage, the owner must submit a proper insurance claim for primary coverage.

The property owner expressly acknowledges that NAMC will not be responsible for faulty or improper installation, and faulty or improper installation will void the TruLog warranty. The property owner is free to install the product themselves or to choose any licensed contractor in the state in which the work is to be completed. If installation is completed by a non-licensed contractor this TruLog warranty is null and void. You recognize that even if a licensed contractor is utilized to install the TruLog product, that faulty installation could still occur. TruLog, upon request, can provide installation recommendations or

experienced contractors in your region who have previously installed Trulog products. Faulty or improper installation will be determined in NAMC's sole and absolute discretion.

7. Period of Limitations

No claim, suit, or other proceeding arising out of or related to the NAMC products or these terms, including without limitation this TruLog Warranty, may be brought by the property owner (original, second, or subsequent) or anyone else after one (1) year from the date it accrues. No discovery, estoppel, or other rule will apply to extend this limitations period.

8. Applicable Law

This TruLog Warranty will be considered to have been made in the State of Colorado and will be governed by and interpreted according to Colorado law, without giving effect to conflict of law principles. Except as provided below, any action or claim arising out of or relating to NAMC products or this TruLog Warranty must be determined through the Alternative Dispute Resolution provision below. If the Alternative Dispute Resolution terms are deemed unenforceable by a court of competent jurisdiction, any action or claim must be brought only in a federal or state court in Denver, CO, or Weld County, Colorado, respectively, having jurisdiction over the subject matter, and the purchaser and property owner(s) irrevocably consent that such court will have personal jurisdiction over them and waives any objection that the court is an inconvenient forum. In the event any suit is brought against NAMC in violation of these terms or the Alternative Dispute Resolution procedures below, or for claims waived or released, the person agrees to pay NAMC's attorney and paralegal fees as well as costs to defend such suit.

9. Miscellaneous

If any provision or individual term is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected. These terms will be binding on the original purchaser of Trulog product. This warranty is non-transferable and non-assignable. ***THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.***

10. NAMC's Rights

NAMC has all rights and remedies given to sellers by applicable law, and its rights and remedies are cumulative and may be exercised from time to time. No waiver or novation by NAMC will be effective unless in writing signed by NAMC. NAMC will not lose any right because it has not exercised that right in the past.

11. Alternative Dispute Resolution

The following informal dispute resolution procedure is mandatory and will be sole and exclusive avenue for dispute resolution if you believe that we have not performed our obligations under this limited warranty:

- 1) Mediation. You agree to engage in mandatory mediation with NAMC. Mediation will occur in the state of Colorado at the location of the mediator's office or such other location as the parties and mediator agree to within the state of Colorado. If you wish to engage in mediation to resolve a dispute, you must send notice to NAMC at the address provided for in Section 2 of this Trulog Warranty within thirty (30) days of notice of the denial of the warranty coverage. Trulog will send a list of three mediators for your review, and you shall select a mediator within ten (10) days of receiving the mediator list. All mediation costs will be shared equally with NAMC.
- 2) Arbitration. If mediation is unsuccessful you agree to engage in mandatory binding arbitration. If, after mediation, there is not resolution of the dispute and you wish to continue to resolve the dispute through arbitration you must give notice to NAMC within thirty (30) days of the completion of mediation. Arbitration will occur through Judicial Arbitration and Mediation Services ("JAMS"). Three arbiters will be selected from JAMS. One by NAMC, one by you, and one by the arbiters selected. All arbitration costs will be shared equally with NAMC. The arbitration rules provided by JAMS that govern the dispute between NAMC and yourself shall govern the arbitration. If there is a dispute between NAMC and yourself about which rules shall govern the arbitration, the arbiters shall determine which rules apply. All arbitration decisions are final and binding.

YOU EXPRESSLY WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST NAMC AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT YOU ARE PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST NAMC, YOU AGREE: 1) THAT YOU SHALL NOT BE ENTITLED TO RECOVER ATTORNEY'S FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION; AND 2) YOU WILL NOT PARTICIPATE AS A MEMBER OF THE CLASS AND WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

NAMC WARRANTY CERTIFICATION AND REGISTRATION CARD

This TruLog Warranty is valid only after this Certification and Registration Card is completed by the contractor and property owner and mailed to NAMC or submitted via email to Ryan.reedbaum@trulogsiding.com within thirty (30) days after completion of the installation of NAMC products. The owner is responsible for submitting this information to the company. Failure to do so will render the warranty null and void, and relieve NAMC of all obligations under the warranty. All protections of NAMC will apply. PLEASE PRINT CLEARLY AND COMPLETE THE ENTIRE FORM. KEEP A COPY FOR YOUR RECORDS. Mail to: North American Machines of Colorado, Inc. d.b.a TruLog, Warranty Service Department, 20684 Niobrara Blvd., La Salle, CO 80645.

Product & Installation Information

Brand and Product Installed:

Date of Installation: _____

Property Owner Information & Certification

Property Owner: _____

Installed Address: _____

Phone Number: _____

I have received, read, and agree to the terms of the NAMC, Inc. TruLog Limited Warranty.

Printed Name: _____

Signature of Owner: _____

Installing Contractor Information & Certification, if Applicable

Name: _____

Business: _____

Address: _____

Phone Number: _____

This will certify that NAMC TruLog steel siding products manufactured by NAMC have been installed at the address and on the date listed above and that the owner whose name appears above qualifies for a NAMC TruLog Limited Warranty. I have supplied a copy of the Warranty Certificate to the owner.

Signature of Contractor (if applicable): _____