



### Limited Manufacturer's Warranty

Adapt Architectural expressly warrants that Adapt Architectural's Better Than Wood (BTW) products will be free of defects in material (parts) and workmanship (labor) for a term of five (5) years. Within the warranty period, the product will be tested, repaired or replaced at Adapt Architectural's option, free of charge.

### Claims Process

To make a warranty claim, you must notify Adapt Architectural in writing at the physical or email address specified on this warranty. You must provide written notice of your claim within thirty (30) days of first observation of the basis of the claim or from when you should have discovered the defect in the ordinary exercise of due care. You must comply with our reasonable direction in preserving and allowing us to inspect and validate the claimed defect, including where requested, by providing photographic evidence of and/or returning the defective product. Any failure to comply with the foregoing, including resulting from the repair, removal, or replacement of the product prior to claim validation will void the warranty. All claims under this warranty must be made in writing within the Warranty Period or such claims are waived.

Following receipt and our validation of a warranty claim by you, Adapt Architectural at its sole option and discretion, and as the sole remedy shall either provide conforming product to replace the nonconforming or defective product or refund the original purchase price of the product or a combination thereof.

Adapt Architectural reserves the right to discontinue or modify any of its products, including the color thereof, without notice and shall not be liable as a result of such discontinuance or modification, nor shall Adapt Architectural be liable in the event replacement product varies in color in comparison to the original Product. If Adapt Architectural replaces any material under this warranty, it may substitute products designated by Adapt Architectural to be of comparable quality or price range in the event the product subject to the warranty claim has been discontinued or modified.

### Exclusions

THE FOREGOING EXPRESS WARRANTY IS MADE IN LIEU OF ALL OTHER PRODUCT WARRANTIES, EXPRESSED AND IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE SPECIFICALLY DISCLAIMED. The express warranty will not apply to defects or damage due to accidents, neglect, misuse, alterations, or failure to properly maintain, clean or repair products.

This warranty may not be modified, altered, or expanded by anyone including distributors, dealers, sellers and/or representatives.

### Disclaimer of Damages for Improper Use

Adapt Architectural shall not be responsible for damage to its products, or injuries or damages caused by its products, resulting from –

- improper installation,
- Improper maintenance, or
- unintended use.

In no event shall Adapt Architectural be liable under any theory of law (contract, tort, or otherwise, including negligence) for an aggregate amount exceeding the total original purchase price of the Products subject to the warranty claim.

### Limit of Liability

In no event will Adapt Architectural or any seller be responsible or liable for any injury, loss or damage, direct or consequential, arising out of the use of or the inability to use the product. Before using, buyers shall determine the suitability of the product for their intended use, and buyers assume all risk and liability whatsoever in connection therewith.

### F.O.B. Point

Unless embodied in a written agreement signed by authorized officers of Adapt Architectural, the F.O.B. point for all products purchased from Adapt Architectural will be the F.O.B. factory. Under the F.O.B. factory shipping term, risk of loss for the products transfers to the buyer once Adapt Architectural has discharged its duty to put the goods in possession of the shipping carrier, and therefore Adapt Architectural will not be responsible for any damage to the product or other liability arising during transit.

### Non-transferability

This limited warranty is extended exclusively to the original buyer and is not transferable to anyone who may subsequently purchase this product. Warranty claims must be made by the original buyer of the product directly to Adapt Architectural.

### General Terms

No statement or recommendation not contained herein shall have any force or effect unless embodied in a written agreement signed by authorized officers of Adapt Architectural. This warranty is sole statement of Adapt Architectural's warranty for the product and supersedes all prior written or oral statements made by or on behalf of Adapt Architectural. All claims arising under this limited warranty shall be resolved in the State of Colorado and Colorado law shall apply.



### Adapt Architectural USA

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